



# DECISION

*Fair Work Act 2009*

s 185 - Application for approval of a single-enterprise agreement

**Essential Energy**  
(AG2017/6808)

## **ESSENTIAL ENERGY FAR WEST (ELECTRICITY) ENTERPRISE AGREEMENT 2018**

Electrical power industry

DEPUTY PRESIDENT SAMS

SYDNEY, 1 JUNE 2018

*Application for approval of the Essential Energy Far West (Electricity) Enterprise Agreement 2018.*

[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* (the ‘Act’), filed by Essential Energy (the ‘applicant’) which seeks the approval of the Fair Work Commission (the ‘Commission’) of a single enterprise agreement to be known as the *Essential Energy Far West (Electricity) Enterprise Agreement 2018* (the ‘Agreement’). The Agreement was negotiated with the Australian Municipal, Administrative, Clerical & Services Union NSW United Services Branch (‘USU’), the Shop Distributive & Allied Employees’ Association (SA Branch) (‘SDA’) and the Construction, Forestry, Mining and Energy Union, Mining and General Division (South Western District) NSW Branch (‘CFMEU’) (collectively the ‘Unions’) and is to cover employees (currently 48) who are employed in the classifications contained in section 7 of the Agreement. For the purposes of s 186(3) of the Act, I am satisfied that the group of employees to be covered by this Agreement has been fairly chosen.

[2] The employees were last notified of their representational rights on 3 November 2017, and voting for the Agreement’s approval took place between 15 and 19 December 2017. The time limits under s 181(2) of the Act are thereby satisfied. In a secret ballot, 41 of the 42 employees who cast a valid vote, agreed to approve the Agreement. The application for approval of the Agreement was lodged on 28 December 2017, thereby satisfying s 185(3) of the Act.

[3] In the Employer's Declaration in support of the application (Form F17), Mr Scott Berryman identified the *Electrical Power Industry Award 2010* [MA000088] as the relevant reference instrument for the purposes of the Better Off Overall Test (the 'BOOT'). Mr Berryman said that the Agreement provides for a number of terms which are more beneficial than the reference instrument, including higher rates of pay (of up to 157% above the reference instrument), more beneficial provisions for superannuation, increased allowances, as well as a number of other provisions. Mr Berryman also said the Agreement provides for a number of terms which are not conferred in the reference instrument. I am satisfied that the Agreement passes the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at clauses 1.11 and 1.12 respectively, and a disputes resolution procedure at clause 1.13 provides for conciliation and arbitration by the Commission.

[4] At a hearing of the application on 9 May 2018, Mr S *Berryman* appeared for the applicant and Mr R *Oppitz* appeared for the USU. I note there was no appearance for the CFMMEU or the SDA. Mr *Berryman* outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by the Commission. The CFMEU and the USU had filed Declarations in relation to the application (Form 18) supporting the approval of the Agreement and giving notice that they wish to be covered by the Agreement (s 183). For the purposes of s 201(2) of the Act, I note that the CFMEU and the USU are to be covered by the Agreement.

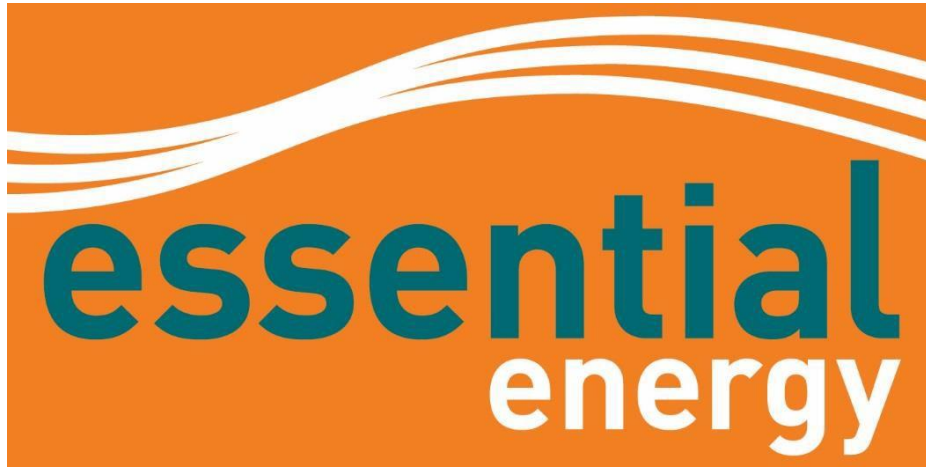
[5] Having heard the parties' submissions and upon reviewing the terms of the preapproval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as the *Essential Energy Enterprise Agreement 2018*. Pursuant to s 54 of the Act, the Agreement shall operate from 16 May 2018 and have a nominal expiry date of 30 June 2021.



DEPUTY PRESIDENT

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# **Essential Energy Far West Electricity Enterprise Agreement 2018**

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## **SECTION 1 – ADMINISTRATIVE PROVISIONS**

### **1.1 TITLE**

This Agreement is a single enterprise agreement made in accordance with Section 172 of the Fair Work Act 2009 (Cth) and shall be known as the Essential Energy Far West (Electricity) Enterprise Agreement 2018 (the Agreement).

### **1.2 PARTIES**

The parties to this Agreement are:

- Essential Energy;
- Essential Energy Far West Electricity Employees as defined in Clause 1.3 (Coverage);
- The Construction, Forestry, Mining and Energy Union, Mining and General Division (South Western District) NSW Branch (CFMEU);
- Shop Distributive & Allied Employees' Association (SA Branch) (SDA); and
- Australian Municipal Administrative, Clerical & Services Union NSW United Services Branch (USU).

### **1.3 COVERAGE**

This Agreement applies to Essential Energy and its Far West Electricity Employees (as defined in Clause 1.8 Definitions) employed in the classifications contained in Section 7 of this Agreement.

This Agreement otherwise governs all employment, wages and conditions of the employees to whom this Agreement applies.

### **1.4 EXCLUSIONS FROM COVERAGE**

This Agreement operates to the exclusion of and supersedes or replaces the following Awards and Agreements in their entirety:

- Electrical Power Industry Award 2010;
- Essential Energy Far West Electricity Enterprise Agreement 2011;
- Essential Energy Workplace Determination 2016;
- Essential Energy Enterprise Agreement 2013 (or its successor);
- Essential Energy Far West Electricity Enterprise Agreement 2013; and
- Essential Energy Far West Electricity Enterprise Agreement 2016

This Agreement includes Section 8 (Agreed Varied Conditions for Particular Classifications). Where there is any inconsistency between these Schedules and the terms and conditions of this Agreement, the Schedules shall take precedence to the extent of the inconsistency.

### **1.5 DATE AND PERIOD OF OPERATION**

This Agreement shall take effect from the first full pay period beginning seven (7) days after Fair Work Commission approves the enterprise agreement. Thereafter, this Agreement shall nominally expire on 30 June 2021 and will continue to operate until it is replaced by a new Agreement or terminated in accordance with the Act.

### **1.6 OBJECTIVES**

The agreed objectives of this Agreement are:

- a) Demonstrated high value commitment to Work Health and Safety from Essential Energy employees;
- b) Achievement of Essential Energy's corporate business objectives and strategies;
- c) Delivery of quality customer service and continuous improvement programs;
- d) Development of the highest quality training, career opportunities and work health and safety programs and policies;
- e) Recognition of the contributions of all employees to improvements in safety, productivity, efficiency and competitiveness, and their participation in the achievement of these objectives; and
- f) To provide terms and conditions of employment in conjunction with operational policies and procedures.



## 1.7 FUTURE NEGOTIATIONS

At least three (3) months before the nominal expiry date of this Agreement the parties shall commence negotiations for a replacement Enterprise Agreement.

## 1.8 DEFINITIONS

**Act** means the Fair Work Act 2009.

**Far West Electricity Employees** means employees whose permanent and primary place of work is at:

- an Essential Energy depot or office within the geographic location of the New South Wales Far West and Yancowinna County Local Council Boundaries as defined by the Division of Local Government as at July 2011; and
- Balranald, Moulamein, Tooleybuc, Menindee or Wilcannia depot or office.

This does not include employees working in the Essential Energy's water business, a Local Water Utility defined under the Water Management Act (NSW) 2000, which operates as a business unit within Essential Energy.

**Dismissal** means termination of employment for misconduct, inefficiency, incapacity, unsatisfactory performance, or repeated absences from work.

**Medical Certificate** means a certificate provided by a registered or licensed health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners.

## 1.9 SAFETY

The health, safety and wellbeing of Essential Energy employees are of paramount importance. Essential Energy's Health, Safety and Environment Policy embodies the following commitments to employee safety:

- a) To ensure the safety of all employees Essential Energy will provide a safe working environment in accordance with relevant Work Health and Safety legislation;
- b) All employees will work in a safe manner as required under the Work Health and Safety Act 2011 and regulations as varied from time to time;
- c) Employees are required to wear appropriate personal protective clothing and use safety equipment for the purpose for which they are provided, and observe all health, safety and environment policies and procedures; and
- d) Essential Energy commits to the payment of an Electrical Safety Rules Allowance paid for all purposes of the Agreement as described in Section 6 Clause 6.16 (Electrical Safety Rules Allowance Guideline) and Clause 6.15 (Essential Energy Far West Electrical Safety Rules Allowance).

## 1.10 ANTI-DISCRIMINATION

- a) It is the intention of the parties to seek to prevent and eliminate discrimination on the grounds of race, sex, age, marital status, family responsibilities, disability, trade union membership or activity, homosexuality, transgender identity, national extraction or social origin.
- b) The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Agreement is not directly or indirectly discriminatory in their effect.
- c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d) Nothing in this clause is to be taken to affect:
  - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) Offering or providing junior rates of pay to person's under 21 years of age;
  - (iii) Any act or practice of a body established to propagate religion which is exempted under Section 56 (d) of the Anti-Discrimination Act 1977; and
  - (iv) A party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## **1.11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- a) An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (i) the Agreement deals with one (1) or more of the following matters:
    - arrangements about start and/or finish times and/or to vary the hours of work within the spread of ordinary hours (6am to 6 pm, between Monday to Friday) where requested by an employee and mutually agreed by Essential Energy; and
    - the taking of accumulated rostered days off.
  - (ii) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
  - (iii) the arrangement is genuinely agreed to by the employer and employee.
- b) The employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the Fair Work Act 2009;
  - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- c) The employer must ensure that the individual flexibility arrangement:
- (i) is in writing;
  - (ii) includes the name of the employer and employee;
  - (iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (iv) includes details of:
    - the terms of the Enterprise Agreement that will be varied by the arrangement;
    - how the arrangement will vary the effect of the terms; and
    - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement.
  - (v) states the day on which the arrangement commences.
- d) The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- e) The employer or employee may terminate the individual flexibility arrangement:
- (i) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
  - (ii) if the employer and employee agree in writing— at any time.

## **1.12 CONSULTATION**

### **1.12.1 Consultation Term**

- (1) This term applies if Essential Energy:
- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **1.12.2 Major change**

- (2) For a major change referred to in paragraph (1)(a):
- (a) Essential Energy must notify the relevant employees of the decision to introduce the major change; and

- (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise Essential Energy of the identity of the representative;

Essential Energy must recognise the representative.

- (5) As soon as practicable after making its decision, Essential Energy must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures Essential Energy is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion--provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, Essential Energy is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) Essential Energy must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Essential Energy, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of Essential Energy's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

#### **Change to regular roster or ordinary hours of work**

- (10) For a change referred to in paragraph (1)(b):
  - (a) Essential Energy must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise Essential Energy of the identity of the representative;

## **Essential Energy must recognise the representative.**

- (13) As soon as practicable after proposing to introduce the change, Essential Energy must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion--provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what Essential Energy reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that Essential Energy reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, Essential Energy is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) Essential Energy must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term relevant employees means the employees who may be affected by a change referred to in subclause (1).

### **1.13 DISPUTE RESOLUTION PROCEDURE**

- (a) The dispute resolution procedure will be used to deal with all disputes arising out of the employer-employee relationship.
- (b) While a dispute is being dealt with under the dispute resolution procedure work is to continue as normal. The process will not be accompanied by industrial action.
- (c) Disputes should, as far as possible, be resolved at their source and at the lowest possible level.
- (d) Disputes should remain in the part of the organisation concerned without interference from employees not involved.
- (e) While a dispute is being dealt with under the dispute resolution procedure a union may apply to the Fair Work Commission for an interim order imposing the status quo (that is the situation that existed immediately prior to the issue that gave rise to the dispute) for a period of up to 8 weeks after the application for the order or such longer period as the Fair Work Commission may determine. Such an order will only be made if the Fair Work Commission is satisfied that:
  - (i) there is an arguable case that the change is not either safe or legal or fair;
  - (ii) the balance of convenience favours the grant of the interim order.
- (f) All relevant parties must participate in the dispute resolution procedure to try to resolve the matter quickly and efficiently, and arrange and attend meetings without unnecessary delay. If any party fails to comply with these obligations and an interim order has been made pursuant to paragraph 1(e), another party may apply to the Fair Work Commission for the status quo to be suspended or revoked. The Fair Work Commission is authorised to determine any such application.
- (g) If a dispute concerns a workplace change which is urgent in nature, a party may apply to the Fair Work Commission to have the dispute proceed immediately to conciliation and/or arbitration without the need to follow the prior steps in this procedure. The Fair Work Commission is authorised to determine any such application.
- (h) All those involved in dealing with a dispute shall adopt an interest-based approach. They shall appreciate the interests and points of view of the other parties, approach discussions in good faith, work co-operatively to try and resolve the matter, and arrange and attend meetings without unnecessary delay.
- (i) Essential Energy will, where possible, take the needs of employees into account when making decisions.

**(1) Local Matters**

- (a) Tier 1: Resolution of local matters will be sought at their source with the involvement of the following:
- the employee(s) concerned and the union delegate (if requested by the employee(s));
  - the supervisor and manager (if required);
  - the relevant union(s).
- (b) Tier 2: If the issue or dispute is not resolved at the local level, it may be referred to the corporate level with involvement of the following:
- the union organiser(s), relevant local delegate and employee(s) concerned if necessary;
  - Executive Manager(s) affected local manager(s), General Manager People & Services and Manager Employee Relations.
- An independent third party facilitator may be engaged to assist in resolving the issue or dispute, if agreed by all affected parties.
- (c) Tier 3: If the issue or dispute remains unresolved, it may be referred to the Fair Work Commission for conciliation and/or arbitration, by either Essential Energy and/or the relevant union(s) with the rights of the parties to appeal being reserved. If both parties agree, a person other than the Fair Work Commission can be asked to deal with the issue or dispute, as provided for under s.740 of the Fair Work Act 2009.

**(2) Corporate-wide Issues**

- (a) Tier 2: Claims or issues may be raised by either:
- Employee(s);
  - Relevant Union(s); or
  - Essential Energy.
- Resolution of the issues raised should involve:
- Relevant member(s) of Executive Management and any other necessary resources, and
  - Union organisers and relevant Delegates to ensure input reflects the organisation or the issues raised.
- (b) Tier 3: If the issues remain unresolved the matter may be referred to the Fair Work Commission for conciliation and/or arbitration with the rights of the parties to appeal being reserved. If both parties agree, a person other than the Fair Work Commission can be asked to deal with the issue or dispute, as provided for under s.740 of the Fair Work Act 2009.

**(3) Other Initiatives**

There will be joint training of union delegates and line managers in dispute resolution.

**1.14 PAYMENT**

- a) Employees shall be paid fortnightly and pay shall be available at the commencement of business on Thursdays by direct crediting of pay to an employee's nominated Bank, Building Society or Credit Union account.
- b) Essential Energy reserves the right to change the day in which payment is made. In this instance, employees would be compensated accordingly. Consultation between the parties would be held prior to any action being undertaken.
- c) Essential Energy shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for approved purposes.

**1.15 DEDUCTION OF UNION MEMBERSHIP FEES**

- a) The union shall provide the employer with a schedule setting out union weekly membership fees payable by members of the union in accordance with the union's rules.
- b) The union shall advise the employer of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of union weekly membership fees payable shall be provided to the employer at least one (1) month in advance of the variation taking effect.

- c) Subject to a) and b) above, the employer shall deduct union weekly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- d) Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to the employee's union membership accounts.
- e) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly or monthly basis in line with the relevant employee's pay arrangements.
- f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **1.16 CLASSIFICATION AND RATES OF PAY**

The classification of all roles shall be determined by the major and substantial functions and duties of a position in accordance with the position description.

The corresponding weekly rates of pay in Section 6 Clause 6.12 Table 1 (Essential Energy Far West Electricity Rates of Pay) of this Agreement shall apply to employees in their respective classifications. The rates are inclusive of annual leave loading.

#### **1.17 CALCULATION OF SERVICE**

An employee's service with Essential Energy for all purposes of this Agreement shall be taken to be that period from the date of commencement to the date of termination of employment, such dates to be inclusive provided that entitlements due under this Agreement shall be subject to the deduction of any entitlements taken or represented by payment in lieu thereof made to the employee upon termination of employment or upon transfer from one body to another. Periods included:

- a) Service with Essential Energy shall include that period with the former previous employment with Australian Inland, Australian Inland Energy, Australian Inland Energy and Water, Broken Hill Water Board, Murray River County Council, Murray River Electricity, Broken Hill City Council and PcPro.
- b) Employment with a Group Training Company during the term of an Apprenticeship/Traineeship for the period/s hosted by Essential Energy or the former electricity distributors as listed above.
- c) Approved periods of leave with pay.
- d) Periods of approved personal leave with pay.
- e) Periods of absence for which the employee is entitled to Accident Pay and/or Worker's Compensation.
- f) Periods of leave without pay, if specifically approved as leave without pay that counts as service.
- g) Any absence engaged in Defence Service Training or periods of service under enlistment with any of Her Majesty's Forces, provided the employee has enlisted or been engaged in Defence Service from and returned directly to the service of Essential Energy.
- h) Any temporary employment, which is continuous with a period of full time employment.

#### **1.18 APPOINTMENTS AND PROGRESSION**

Appointments will be made at the base classification rate for each applicable role. Appointments may be made above the entry level for the classification for an applicable role within the appropriate evaluated band subject to approval by executive level management.

Progression within each classification will be as described for each role in the Section 9 - Progression Guidelines.

In addition to the progression criteria as mentioned above, all progression will be subject to satisfactory performance determined from performance review.

#### **1.19 COMPETENCIES**

The parties to this Agreement remain committed to the Australian Qualifications Framework, however qualification attainment will be at the discretion of the business, and subject to business needs unless a regulatory or licensing outcome is required for the role.

## **1.20 SECURE EMPLOYMENT**

### **1.20.1 Objective of this Clause**

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

### **1.20.2 Casual Conversion**

- a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six (6) months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this sub-clause.
- b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four (4) weeks of the employee having attained such period of six (6) months. However, the employee retains his or her right of election under this sub-clause if the employer fails to comply with this notice requirement.
- c) Any casual employee who has a right to elect under paragraph (a), upon receiving notice under paragraph (b) or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four (4) weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- d) Any casual employee who does not, within four (4) weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (c), discuss and agree upon:
  - (i) whether the employee will convert to full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this sub-clause.

### **1.20.3 Work Health and Safety**

- a) For the purposes of this sub-clause, the following definitions shall apply:

- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
  - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following: (either directly, or through the agency of the labour hire or contract business)
- (i) Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (ii) Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- c) Nothing in this sub-clause b) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

#### **1.20.4 Disputes Regarding the Application of this Clause**

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Agreement.

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

### **1.21 SALARY SACRIFICE**

The following employee salary sacrifice options are available in Essential Energy:

- a) Employees may elect to receive superannuation benefits in lieu of a proportion of their Agreement wages. The employee's election to vary this superannuation benefit must be in writing and must occur no more than once per calendar year.
- b) Any additional salary sacrifice option which becomes available during the life of this Agreement that meets ATO guidelines or rulings will be subject to review and agreement of the parties prior to implementation

### **1.22 SUPERANNUATION**

#### **1.22.1 Additional Superannuation Contribution**

- a) At the commencement date of this Agreement, employees covered by the Agreement will receive a 15 per cent employer contribution to superannuation.
- b) Any legislated increases in the Superannuation Guarantee Contribution (SGC) during the term of this Agreement will be absorbed within the 15 per cent employer contribution set out in clause a) above.
- c) Subject to the provision of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).



- d) An employee may elect in lieu of being paid an amount of Agreement Wages to have an equivalent amount paid by way of superannuation contributions in accordance with the relevant provisions of their scheme to the maximum extent permitted by law.
- e) Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the relevant scheme.
- f) The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

#### **1.22.2 Default Superannuation Scheme**

Subject to the provisions of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

#### **1.22.3 Salary Sacrifice to Superannuation**

An employee may elect in lieu of being paid an amount of Agreement wages to have an equivalent amount paid by way of superannuation contributions in accordance with the relevant provisions of the EISS. Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the EISS. The employee's election to vary their superannuation benefit must be in writing and must occur no more than once per calendar year.

### **1.23 RECOVERY OF OVERPAYMENTS**

- a) An overpayment may occur where an employee receives an amount of money or other payment from Essential Energy in circumstances where the employee has no entitlement.
- b) Where an overpayment has been reasonably demonstrated to the employee, Essential Energy may recover an overpayment made to an employee by making a deduction (or deductions) from any monies due to be paid to the employee.
- c) Essential Energy in consultation and agreement with the employee will develop a reasonable repayment schedule in circumstances where multiple deductions are required to recover the overpayment. Such agreement will not be unreasonably withheld by the employee.

## **SECTION 2 – HOURS OF WORKS PROVISIONS**

### **2.1 HOURS OF WORK**

#### **2.1.1 Spread of Ordinary Hours of Work**

- a) Essential Energy and its employees agree there are three (3) objectives to consider in determining the structure of working hours under this Agreement:
  - the most efficient production and delivery of the service
  - the most effective way of servicing the customer; and
  - the most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.
- b) The span of ordinary hours of work for day workers shall be between 6.00am and 6.00pm Monday to Friday inclusive.

#### **2.1.2 Starting and Finishing Times**

- a) The starting and finishing times within the spread of hours shall be determined by Essential Energy in consultation with the employees concerned.
- b) Unless otherwise determined in accord with the provisions of this Enterprise Agreement, standard hours are hours worked Monday to Fridays inclusive between:
  - 0730 to 1512 (electricity northern division)
  - 0730 to 1615 (electricity southern division)

- 0715 to 1700 (USU field staff)
- 0800 to 1600 (USU administration staff)
- 0830 to 1730 (northern administration staff – RDO)
- 0830 to 1642 (northern administration staff – No RDO)

These standard hours of work may be altered by agreement between Essential Energy and employees concerned.

- c) Where agreement is reached between Essential Energy and an employee or employees, up to ten (10) ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy-two (72) in any two (2) week cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy-two (72), provided that Essential Energy has required that employee to work in excess of the seventy-two (72) hours.

### **2.1.3 Ordinary Hours of Work - Day Workers**

- a) The fortnightly ordinary hours of work for day workers receiving a rostered day off shall be seventy-two (72) hours per fortnight, to be worked on nine (9) weekdays at eight (8) hours per day. Rostered days off are to be staggered so that services are maintained.
- b) The fortnightly ordinary hours of work for day workers not receiving a rostered day off shall be seventy-two (72) hours per fortnight worked at 7.2 hours per day.
- c) Where Essential Energy and the Unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty-four (144) hours on nineteen (19) weekdays in any four (4) week cycle.
- d) An employee who requests to work a thirty-six (36) hour, five (5) day week for family or personal reasons may, with the consent of Essential Energy do so.

### **2.1.4 Rostered Days Off**

- a) Where an employee's rostered day off falls on a public holiday, the employee may either take the next working day as a rostered day off or take another mutually agreed day instead.
- b) Where mutually agreed, employees may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee's accumulated balance of rostered days off shall not exceed five (5) in total. Accrued rostered days off will not carry forward from one (1) calendar year to the next. Any accrued balance as at 31 January each year will be paid out at ordinary time rates.
- c) Rostered days off do not accrue during periods of leave.

### **2.1.5 Ordinary Hours of Work - Shift Workers**

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty-six (36).

### **2.1.6 Hours of Work - General**

- a) It is a consideration for the ordinary hours of work being thirty-six (36) per week that the ordinary hours of work be actual hours worked inclusive of morning tea break.
- b) Crib/lunch breaks for day workers (field) are to be unpaid.
- c) Lunch breaks for administration staff are to be unpaid.

### **2.1.7 Alternative Arrangements**

Essential Energy, an employee, or group of employees, may enter into alternative arrangements to those in this clause by mutual agreement.

## **2.2 SHIFT WORK**

### **2.2.1 Shift Work Defined**

For the purpose of this clause, shift work means any work which is to be performed in accordance with a shift work roster arranged in any of the following ways:

- a) Rotating Roster - comprising two (2) or more shifts in each day worked on an alternating or rotating weekly basis and with one of the shifts being a day shift falling within the spread of ordinary hours of work for the day workers provided for under this Agreement.
- b) Afternoon Shift - as part of a rotating roster shall finish after 6.00pm but not later than midnight.
- c) Night Shift - as part of a rotating roster, shall finish after midnight but not later than 8.00am.
- d) Early Morning Shift - as part of a rotating roster shall commence after 5.20am and before 6.20am.
- e) Permanent Afternoon or Night Shift - comprising only one (1) permanent shift to be worked each afternoon or each night and not rotating or alternating with any other span of hours.
- f) Relief Shift - is a shift that can be moved within an allocated block to fill any vacant shift. Relief shifts will be allocated in a two (2) week block as part of the rotating roster. The relief shift can be changed at least two (2) days prior to the allocated shift.
- g) Five (5) Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a five (5) day basis, Monday to Friday, inclusive.
- h) Six (6) Day Roster - being either rotating shift roster or a permanent afternoon or night shift roster which contains shifts on a six (6) day basis, Monday to Saturday inclusive.
- i) Seven (7) Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a seven (7) day basis involving each and every day of the week.

The ordinary hours of work shall average thirty-six (36) per week over a shift roster.

### **2.2.2 Sixteen (16) Hour Working Period**

An employee will not be permitted to work more than sixteen (16) hours in any twenty-four (24) hour period. The twenty-four (24) hour period will be calculated from the completion of any continuous break of eight (8) hours or more.

### **2.2.3 Shift Allowance - Rotating Rosters**

A shift worker engaged on a rotating shift work roster will be paid, in addition to the ordinary-time rate of payment for the employee's classification, shift allowances as set out in Section 6 Clause 6.13 Table 2 (Essential Energy Far West Electricity Shift Allowances).

### **2.2.4 Shift Allowance - Permanent Night or Afternoon Shifts**

A shift worker engaged on a permanent afternoon shift or permanent night shift will be paid, in addition to the ordinary-time rate of payment, the shift allowances for:

- Afternoon Shift: 30 per cent
- Night Shift: 30 per cent

### **2.2.5 Saturday, Sunday and Holiday Rates**

- a) A shift worker, who works on an ordinary rostered shift (as part of a rotating or permanent shift roster) on a Saturday, Sunday or public holiday, shall be paid as follows:

- Saturdays: ordinary-time rate plus one half the ordinary-time rate
- Sunday & Public Holidays: double the ordinary-time rate

The rates provided by this paragraph are in lieu of any other shift allowance provided by this Agreement.

- b) A shift worker who is rostered to work an ordinary shift on a public holiday and works such shift, or is rostered off duty on a public holiday (except when taken as such), shall be entitled to add to the annual

leave to which the employee becomes entitled under this Agreement, one (1) day in respect of each public holiday so concerned.

- c) For the purpose of the preceding paragraphs, in determining whether a shift has been worked or occurs on a Saturday, Sunday or public holiday, it shall be deemed that the shift has been worked or occurs on the day on which the major part of the shift so occurs.

## **2.2.6 Shift Workers Meal Breaks**

Shift workers shall be allowed, in each ordinary working shift, a paid meal period of twenty (20) minutes for a meal. An employee will not, at any time, be compelled to work for more than five (5) hours without a break for a meal.

## **2.2.7 Shift Work Meals and Overtime**

The provisions of Section 2 Clause 2.5 (Meal Times and Allowances), relating to meal breaks during periods of overtime and to the payment of meal allowances are also applicable to shift workers required to work overtime outside the hours of their ordinary rostered shift, except in cases where, by an approved arrangement made between themselves or at their request, the excess time is incurred in changed shifts or in their ordinary rostered shifts.

## **2.2.8 Overtime**

- a) A shift worker required to work in excess of the ordinary hours of a rostered shift, on the day upon which he/she has been rostered on, will be paid for such excess hours as follows:

- On other than Sundays and holidays - at the ordinary time rate plus one half for the first two (2) hours and double the ordinary time rate thereafter, provided that all time worked after 12.00 noon on Saturday will be at double the ordinary time rate.
- On Sundays - double the ordinary time rate.
- On Public Holidays - double the ordinary time rate, plus one half the ordinary time rate. Such rates are to continue until the employee is released from overtime duty.

Shift workers who, by arrangement made between themselves or at their request, work in excess of the hours of rostered shifts or who change shift will not, as a result of such arrangement, be entitled to payment of overtime for such excess hours or for such changed shifts. Any such arrangement shall be only with the concurrence of Essential Energy.

- b) A shift worker directed to stand-by in readiness to work possible unplanned overtime shall be paid at the ordinary-time rate from the time the employee commences such stand-by until released from stand-by, or until the employee is directed to proceed to take up overtime work. This does not apply where the employee is receiving advance notice of scheduled overtime.

- c) A shift worker who works during any portion of a shift rostered day off, whether within the ordinary hours of the shift upon which the employee is required to work or in excess of the hours of such shift, will be paid at double the ordinary time rate, except when such work is carried out on a rostered day off being a public holiday and excepting also where a change from one roster to another or a change of shifts within the roster has been effected as provided for in Section 2 Clause 2.2.9 (Shift Work – Change of Roster and Change of Shifts), or except for ordinary working hours where a change of shifts has been made by arrangement between or at the request of employees themselves.

If a shift rostered "day-off" on which a shift worker works is a public holiday, double the ordinary-time rate plus one half the ordinary-time rate will be paid and will be inclusive of the ordinary rates in respect of any time worked on the holiday within the hours prescribed for the employee's last rostered shift occurring before such rostered day-off.

- d) A shift worker, recalled to work overtime after leaving work (whether notified before or after leaving work) or required to work during a portion of the day upon which the employee has been rostered off, shall be entitled to a minimum of four (4) hours pay at the appropriate overtime rate for each time the employee is so recalled or required to work; provided that, except in the case of unforeseen circumstances arising, the shift worker shall not be required to work the full four (4) hours if the work which the employee was required to perform is completed within a shorter period. This paragraph shall not apply in cases where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of a shift upon which the shift worker is rostered to work.

Overtime worked in the circumstances specified in this paragraph shall not be regarded as overtime for the purpose of paragraph h) of this clause where the actual time worked is less than four (4) hours on such recall or each of such recalls. For the purpose of this paragraph, "recalled to work overtime" will mean:

- (i) A direction given to an employee to commence overtime work at a specified time which is two (2) hours or more prior to the employee commencing a shift or one (1) hour or more after the completion of a shift upon which the employee has worked; or,
  - (ii) Notification given to an employee after completion of the employee's shift, directing the employee to commence overtime work.
- e) A shift worker entitled to payment for overtime under the provisions of paragraphs a), c) or d), of this clause shall not, in respect of such overtime, be entitled to payment of the shift allowances prescribed by Clauses 2.2.3 (Shift Allowance - Rotating Rosters) and 2.2.4 (Shift Allowance – Permanent Night or Afternoon Shifts).
  - f) When a shift worker, after having worked overtime or on a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, Essential Energy shall provide the employee with a conveyance to the employee's home or pay the employee at the ordinary time rate of payment for the time reasonably occupied in reaching home. This paragraph shall apply also to shift workers working on shifts which have been changed as a result of arrangements made between themselves or at their own request, but only if overtime is worked.
  - g) When overtime work is necessary it shall, whenever reasonably practicable, be arranged so that shift workers have at least ten (10) hours off duty between the work of successive rostered shifts. A shift worker who works so much overtime between the end of one rostered shift and the beginning of the next rostered shift so that he/she has not had at least ten (10) consecutive hours off duty between these shifts shall, subject to this paragraph, be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty, without loss of pay, for their ordinary working time occurring during such absence.

If a shift worker is instructed to resume or continue work without having had ten (10) consecutive hours off duty the employee will be paid at double ordinary time rates until released from duty for such period and shall be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; provided that, in respect of overtime worked prior to the normal starting time on a day following upon a shift rostered day off, an employee shall be assumed to have had an ordinary ceasing time on the preceding day corresponding with the employee's normal ceasing time on the last day worked immediately preceding the employee's shift rostered day or days off.

Any period of overtime less than four (4) hours duration or for which a minimum payment is provided for under paragraph (d) will not be taken into account for the purpose of this paragraph.

Shift workers, who, as a result of arrangements made between themselves and/or at their own request, are required to resume or continue work without having had a least ten (10) consecutive hours off duty between shifts, shall not be entitled to the provisions of this paragraph.

- h) Where a shift worker has worked overtime both preceding and following his/her ordinary rostered shift the total hours of both periods of overtime shall be taken into account in determining when double the ordinary time rate becomes payable in respect of the overtime performed following the ceasing time of his/her rostered shift.
- i) Where overtime is worked partly on one day and extends into the next day and this next day is a public holiday, as prescribed by this Agreement the payment for overtime at double ordinary time rates plus one half shall commence from the midnight of the day preceding the holiday irrespective of whether the first two (2) hours of the overtime have or have not been completed.

#### **2.2.9 Shift Work - Change of Roster and Change of Shifts**

- a) A shift worker changed from one roster to another or whose shift or shifts are changed within a roster shall be paid double ordinary time rate for the first shift worked in the new roster or for the first changed shift worked within the roster.
- b) Where a shift worker has received notice of change of roster or change of shift at least two (2) days prior, the employee shall only be entitled to the rate(s) of pay applicable to that working day.
- c) Where such notice is given on or before the second day preceding the change of shift or change of roster and as a result of the change an employee is required to work an additional shift or shifts, the employee shall be allowed to be absent (at any time mutually agreed upon between the employee and Essential Energy) from a rostered shift or shifts in lieu thereof. If it is impracticable to allow the employee to be absent within a period of four (4) weeks from the date of working the additional shift or shifts, the employee shall be paid for any additional shifts worked at double ordinary-time rate. The provisions of this paragraph will not apply to shift workers who, being shown in the roster as "relief", are required to work any shift on the same day for the replacement of shift workers absent for any reason.

### **2.2.10 Day Workers Required to Work Short Term Shift Arrangements**

- a) A day worker required to work on a short term shift arrangement will be paid at the ordinary time rate plus a thirty (30) per cent loading for each shift worked Monday to Friday (excluding public holidays).
- b) A short term shift arrangement must be for a minimum of five (5) days and a maximum of eight (8) weeks in any six (6) month period.
- c) Essential Energy will finalise the shift work proposal and roster cycle in consultation with the employees involved.
- d) In arriving at these rosters, due regard will be given to personal circumstances, health, safety and fatigue management considerations.

### **2.2.11 Shift Workers - Annual Leave**

- a) Essential Energy shall grant an additional week as paid Annual Leave to shift workers working to a shift roster covering six (6) or seven (7) days per week, Monday to Sunday.
- b) Payment for the additional annual leave shall include the shift allowance and penalties. An employee who has worked as a six (6) day or seven (7) day shift worker for a portion of the year shall be granted additional leave on a proportionate basis.
- c) Where a public holiday, as prescribed in this Agreement occurs and is observed during the employee's period of Annual Leave, such leave will be extended to include an additional rostered shift for each such holiday.
- d) For all purposes of this paragraph "seven (7) day shift work" shall mean shift work performed regularly on Sundays and public holidays.
- e) Where annual leave is not taken at the time it falls due it will accumulate in order of its accrual, but leave thereafter taken or otherwise discharged will diminish the entitlement standing to credit in order of the leave which last accrued (i.e. the leave which last fell due to be the first discharged).

### **2.2.12 Shift Worker Long Service Leave**

Payment shall be at the employee's ordinary rate of pay, excluding penalty rates, including appropriate shift allowances as would have been paid if the employee had been at work, as well as any other allowance the employee would have ordinarily received.

## **2.3 OVERTIME**

### **2.3.1 Requirement to Work Reasonable Overtime**

It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of Essential Energy.

### **2.3.2 Sixteen Hour Working Period**

An employee will not be permitted to work more than sixteen (16) hours in any twenty-four (24) hour period. The twenty-four (24) hour period will be calculated from the completion of any continuous break of eight (8) hours or more.

### **2.3.3 Authorisation/Payment for Working Overtime**

Other than in exceptional circumstances, overtime will only be worked with prior approval. An employee required to perform work in excess of the usual ordinary working hours or outside the usual working hours, will be paid as follows:

- a) Monday to Midday Saturday
  - 1.5 times ordinary time rate for the first two (2) hours. The first two (2) hours includes overtime performed immediately before and after usual hours.
  - 2.0 times ordinary time rate after two (2) hours.
- b) After Midday on a Saturday and all day Sunday
  - 2.0 Times ordinary time rate.

#### **2.3.4 Time Off in Lieu of Overtime Payment**

By agreement, an employee may elect to take time off equivalent to time actually worked in lieu of payment.

Essential Energy shall provide payment at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within two (2) months of accrual.

#### **2.3.5 Standing By**

An employee required to stand-by in readiness to work possible immediate overtime shall be paid at ordinary time rate of pay from the commencement of stand-by until released or until commencement of overtime. This does not apply where the employee has received advance notice of scheduled overtime.

#### **2.3.6 Minimum Payment for Recall to Work Overtime**

- a) An employee notified at work to commence overtime later than two (2) hours after the usual ceasing time, or earlier than two (2) hours before the usual starting time shall be paid a minimum of four (4) hours pay at overtime rates.
- b) An employee notified after the completion of the day's work to work overtime which is not continuous with the usual hours of work shall be paid a minimum of four (4) hours pay at overtime rates.
- c) The minimum payment of four (4) hours shall not apply in cases where overtime is continuous, subject to a reasonable meal break, with the completion or commencement of an employee's usual working hours.

#### **2.3.7 Rest Period After Overtime**

- a) Other than in exceptional circumstances, employees shall have at least ten (10) consecutive hours off duty before commencing ordinary time work.
- b) If the period between completion of overtime and the start of ordinary time is less than ten (10) hours, the employee shall have a ten (10) hour rest period without loss of pay for any ordinary hours which fall in the rest period.
- c) Rest periods shall not apply if any employee works overtime for less than four (4) hours.
- d) However, an employee recalled to work overtime between midnight and 4:00am on the following day, shall be entitled to extend the usual commencing time on the day following by an equivalent period.
- e) Where an employee is entitled to a rest period and the rest period coincides with a public holiday, the employee shall be entitled to defer starting time by time equivalent on the next ordinary working day.

#### **2.3.8 Directed to Work**

With reference to Clause 2.3.7 (Rest Period After Overtime):

- a) 'Directed to Work' shall only occur in extreme situations and then only with full regard to the '16 in 24 hour' work rule, the hours the overtime occurred at, the safety of the employee and with the Regional/General Managers approval.
- b) For the purposes of this clause extreme situations will mean where public or employee safety is at risk.
- c) An employee who is eligible for a ten (10) hour rest period, as defined above, but who is required to work without having had that rest period, shall be entitled to double ordinary time rate of pay until a ten (10) hour rest period is taken without loss of pay for any ordinary hours which fall in the rest period.
- d) An employee who is eligible to defer or extend their usual commencing time, as defined above, but who is required to commence work at the usual commencing time shall be entitled to double ordinary time rate of pay for the equivalent period by which the employee would have otherwise extended the usual commencing time.

#### **2.3.9 Transport of Employees**

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Essential Energy shall provide the employee with transport to the employee's home.

## **2.4 ON CALL AND STANDING BY**

### **2.4.1 On Call and Standing By**

Employees may make themselves available for “on call and standing by”.

Essential Energy will consult with employees in determining an “on call and standing by” roster. If insufficient employees have nominated themselves for an adequate “on call and standing by” roster Essential Energy will nominate the employees to be included in the “on call and standing by” roster.

An employee designated as “on call and standing by” shall be available for emergency and/or breakdown work outside the employee’s usual hours of duty.

On call and stand by is not pre-arranged overtime that has been pre-arranged prior to an employee’s normal ceasing time.

### **2.4.2 Emergency and/or Breakdown Work**

Emergency and/or breakdown work includes restoring continuity of supply returning to safe operating conditions any plant and equipment, which has failed, or is likely to fail, and/or maintenance work of an urgent nature to avoid interruption to supply. This work includes all aspects of a customer’s installation, plant, equipment or appliances, which if not attended to, will cause distress, hardship or loss to the customer and/or other occupants of the premises.

### **2.4.3 Call Out**

A call out shall commence from the time of attending the call, or calls, and will include the time spent on attending the call, for emergency and/or breakdown work, to the time the employee arrives home or other authorised place. A call out also includes work involved on any further calls for service which the employee may receive whilst out on duty or before arrival at home. A call out does not include ordinary working time, which is continuous with a call out.

### **2.4.4 On Call Duty Officer**

An on call duty officer, after the usual hours of work organises the work of calls received for emergency and/or breakdown work, and directs employees to respond to those calls. An on call duty officer usually does not carry out emergency and/or breakdown work whilst acting as duty officer.

### **2.4.5 Service Call**

A service call is all work in answering a customer call and directing on call employees to carry out work related to the call. A service call of less than fifteen (15) minutes shall be counted as fifteen minutes.

### **2.4.6 Availability**

An employee on call and standing by shall:

- a) be in the general vicinity of the on call area for which they are responsible and be contactable at all times and respond to call outs without undue delay.
- b) not engage in activity or be committed in a way, which would prevent the employee immediately responding to a call out.

### **2.4.7 On Call and Standing by Roster**

No employee shall be required to be constantly available beyond four (4) weeks where other employees are available for duty. Where no other employees are available for inclusion in an on call and standing by roster, the employee concerned shall have at least one (1) weekend off duty in each four (4) weeks without reduction in the availability allowance.

### **2.4.8 Availability Allowance - On Call and Standing By**

An on call and standing by employee shall be paid an availability allowance as set in Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) of this Agreement.



#### **2.4.9 Payment for Call Outs**

An on call and standing by employee shall be paid, in addition to the availability allowance, at double ordinary time rate of pay for the time worked on each call out.

#### **2.4.10 Minimum Payment**

The minimum payment for a call out is three (3) hours at double ordinary time rate of pay.

#### **2.4.11 Work on a Public Holiday**

An employee who is on call and standing by on a public holiday shall be entitled to payment for the holiday plus an additional day off in lieu to be redeemed on a mutually agreed day.

#### **2.4.12 Short Notice**

Where an employee is called upon to replace an employee on the on call roster due to unforeseen absences, and the notice is less than forty-eight (48) hours, then an allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) shall apply (this does not apply to changing set rosters at the employees request). The short notice has to be approved by the responsible supervisor before the replacement is made.

#### **2.4.13 Menindee and Wilcannia (Electricity Northern Division)**

Employees required to work at Menindee or Wilcannia shall, if required to remain on continuous stand – by for three (3) weeks, be relieved for one (1) day either at weekends or during the normal working week whichever is mutually satisfactory.

#### **2.4.14 Allowances – General**

##### **a) Payment during periods of leave**

Allowances paid under this clause shall continue to be paid to an employee during annual leave, long service leave, personal leave, domestic violence leave and workers compensation, provided the employee has been on call and standing by or has been acting as a duty officer or officer-in-charge, either constantly or on a roster for at least one (1) month prior to the leave.

##### **b) Other allowances**

Employees on call and standing by shall be entitled to all other allowances prescribed by this Agreement as may be applicable.

##### **c) Calculation of a week or part thereof**

The allowances prescribed by this clause relate to a full week of seven (7) days. Where the on call duties of an employee do not cover a whole week, the allowances shall be calculated and paid on the basis of one fifth of the amount for each or part ordinary working day, one quarter of the amount for each or part Saturday, Sunday and/or Award Holiday. An on call period occurs on a Saturday, Sunday or Award Holiday if the major part of the on call and standing by period any of those days.

#### **2.4.15 Rosters**

Where an employee works to a roster, the allowance shall be divided by the proportion of the number of week on duty in any rolling period and paid in equal amounts for each week in the period. An employee required to perform extra duty at any time during their usual rostered off period shall receive additional payment for the extra duty in accordance for this clause.

#### **2.4.16 Meal Breaks / Allowances**

Meal breaks and meal allowances shall apply (where applicable) to employees engaged in on call and standing by emergency and/breakdown work.

## **2.5 MEAL TIME AND ALLOWANCES**

### **2.5.1 Meal Breaks**

- a) An employee shall not, at any time, be compelled to work for more than five (5) hours without a break for a meal.
- b) Field employees shall be allowed, without pay on each ordinary working day, a break in their ordinary hours of work for a meal. Each such meal break shall be for an unbroken period at least half (0.5) an hour. Employees shall be granted a paid ten (10) minute morning tea break taken at the location of the work being undertaken.
- c) The provisions of this sub-clause may be applied to shift workers when working on a day shift, which falls within the ordinary hours of work for day workers.
- d) Administration employees shall be allowed, without pay on each ordinary working day, a meal break of one (1) hour.

### **2.5.2 Meal Times - Shift Workers**

Shift workers shall be allowed in each ordinary working shift, a meal break time of twenty (20) minutes.

### **2.5.3 Meal Times**

The times fixed for the taking of meal breaks during an ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Essential Energy's business and/or the management and best use of any mealtime facilities and equipment provided.

### **2.5.4 Working in Usual Meal Break**

- a) An employee's usual time for the taking of a meal break may, by mutual agreement, be varied temporarily or shortened in special circumstances rather than on a regular basis.
- b) Only where an employee is required by their relevant manager to work through the usual meal break time due to special circumstances, the employee shall be paid at appropriate overtime rate for the period by which the meal break was deferred. Alternatively, by mutual agreement, the employee can take time off with pay, equal to the time by which the meal break was deferred.

### **2.5.5 Overtime Meal Breaks**

An employee required to work overtime shall have a thirty (30) minute meal break at the appropriate overtime rate on the following basis:

- a) After one and one half (1.5) hours or more overtime following the employee's usual finishing time. The meal break may be taken by mutual arrangement at the commencement of or during the overtime period.
- b) After which, each additional period of four (4) hours of overtime worked, meal breaks shall be taken during the overtime period by mutual arrangements. An employee shall not be compelled to work overtime for more than five (5) hours without a meal break.
- c) Paid meal breaks are time worked for the purpose of calculating overtime.
- d) Meal breaks may be extended to not more than one (1) hour, provided that any extension beyond thirty (30) minutes shall be taken without pay.
- e) An employee entitled to a meal break shall be paid a meal allowance as set in Section 6 Clause 6.14 (Table 3 Essential Energy Far West Electricity Allowances) of this Agreement.
- f) An employee who either works two (2) hours or more prior to normal working hours or works overtime which is broken by a period of ordinary working hours or rostered shift, and the overtime in the aggregate is two (2) hours or more, the employee shall be entitled to a meal allowance as described in (e) above. This entitlement does not entitle the employee to a meal break.

### **2.5.6 Shift Work Overtime**

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

## **2.6 TRAVELLING TIME AND FARES**

### **2.6.1 Normal Travel To and From Work**

Time spent by an employee in normal daily travel, to and from the employee's home and normal place of work to attend for work, shall be at the employee's expense and without payment.

### **2.6.2 Additional Travel To and From Work**

Time spent by an employee in travel, outside the usual working hours and in addition in length to the employee's normal (as defined above) travel time, to attend for work or overtime will be paid at the appropriate overtime rate.

### **2.6.3 Travel Time for Training**

- a) Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend employer arranged training which is related to the employee's current or possible future appointment or grading, will be at ordinary time rate.
- b) This does not apply for time in excess of two (2) hours per working day, or for travel on any day the employee would not normally be at work. These periods shall be paid at the appropriate overtime rates or by mutual agreement, can be taken as time in lieu.
- c) Where learning and skills development takes place out of hours, employee family commitments will be taken into consideration.
- d) Penalty rates shall apply to all travel for regulatory training and/or assessment that occurs outside normal working hours, except where the training was rescheduled at the request of, or the result of actions of the employee (other than annual leave application received prior to the initial scheduled date for training and/or assessment).

### **2.6.4 Normal Place of Work**

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work.

For the purposes of this Agreement, this covers all locations to allow flexibility of employees commencing at other depots.

### **2.6.5 Payment of Fares**

The employee shall be reimbursed for any additional fares, which the employee has reasonably incurred in respect of a period of additional travel.

### **2.6.6 Use of Private Vehicle**

An employee who agrees to undertake additional travel in a private motor vehicle shall receive, in addition to payment for travelling time, reimbursement for the casual use at the Australian Tax Office kilometre rates.

### **2.6.7 Reasonable Travel**

When calculating travel time, the most reasonable way and the most expeditious route available will be used.

### **2.6.8 Travel Within Minimum Period**

An employee entitled to a minimum period payment for overtime or other penalty work shall not be entitled to payment for travel time where the travel occurred within that minimum period.

### **2.6.9 On Call Excluded**

This clause does not apply to travelling involved in after hours On Call emergency and/or Supply Interruption work.

## **SECTION 3 - EMPLOYMENT PROVISIONS**

### **3.1 TERMS OF EMPLOYMENT**

#### **3.1.1 Probationary Periods**

- a) Essential Energy, when offering employment may include a probationary period of employment of up to three (3) months in the letter of offer of employment. The initial period of probation may be extended by up to a further three (3) months in which case, Essential Energy shall give the employee the reasons in writing.
- b) Regular performance reviews should be held with the employee during the probationary period.
- c) Probationary periods for apprentices will be in accordance with relevant State based training legislation.

#### **3.1.2 Termination of Employment**

##### **a) Notice of Termination**

Essential Energy shall give to an employee and an employee shall give to Essential Energy notice of termination of employment of not less than four (4) weeks other than for employees with less than twelve (12) months continuous service who shall be entitled to one (1) weeks' notice of termination. The period of notice may be reduced by mutual agreement.

Where an employee is over forty-five (45) years of age and has completed at least two (2) years continuous service with Essential Energy, the employee will receive an additional one (1) weeks' notice.

Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Essential Energy if the full notice period or part notice is not given. If the employee fails to give notice or gives incomplete notice, Essential Energy shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.

The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for casual employees.

An employee working during notice of termination (notice given by the employer) shall be allowed at least one (1) day off with pay to look for work. Time off shall be convenient to the employee after consultation with Essential Energy. Further time off may be granted at the discretion of Essential Energy.

##### **b) Statement of Employment**

Essential Energy shall, on request from an employee whose employment has been terminated, give the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

##### **c) Abandonment of Employment**

If an employee is absent without notifying Essential Energy for a continuous period of five (5) days (including Rostered Days Off) without reasonable cause, they will be considered to have abandoned their employment and this may begin the process by which they be dismissed effective from the last day actually worked.

### **3.2 TYPES OF EMPLOYMENT**

Employees covered by this Agreement will be employed in one of the following categories:

#### **3.2.1 Permanent Full Time Employment**

Permanent full time employment covers employees working ordinary hours on a permanent basis.

#### **3.2.2 Permanent Part Time Employment**

- a) Permanent part time employment covers employees who work on a permanent basis less than the number of ordinary hours worked by full time employees. A part time employee's hours will be nominated at commencement of employment. If the employee consistently works in excess of their nominated hours, a review will be conducted with a view to extending the nominated hours.

- b) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.
- c) Part time employees shall receive Agreement conditions and payments in respect of annual leave, long service leave and all other authorised leave on a proportionate basis as the employee's hours of work relate to those worked by full time employees.
- d) Leave shall accrue in proportion to the number of hours actually worked up to a maximum of thirty-six (36) hours per week.
- e) When a part time employee's nominated day of work falls on a public holiday, the employee shall be entitled to take the day as a holiday without loss of pay.
- f) A part time employee shall be entitled to the overtime provisions of this Agreement in respect of work performed outside the span of hours or in excess of a full time employees normal daily, or weekly hours of work.
- g) A part time employee may, by agreement, work additional hours at single time up to thirty-six (36) hours per week subject to receiving all pro-rata leave entitlements as prescribed for those additional hours.

### **3.2.3 Temporary Employment (Fixed Term Employment)**

- a) Temporary employment covers employees engaged on a temporary basis and shall not include a casual employee.
- b) A temporary employee shall be paid a rate of pay and receive Agreement conditions as is appropriate to either their full time or part time employment under this Agreement.
- c) Temporary appointments may be made for a period of up to twelve (12) months, except for the Organisational Transition Division where temporary appointments may be made for up to the life of the Transitional Services Agreement.
- d) At the expiration of a temporary appointment period, work requirements shall be reviewed and where Essential Energy seeks to extend the temporary appointment, this will occur in consultation with the unions.
- e) Temporary employees will not be eligible to apply for positions internally advertised.
- f) Temporary employees are not eligible to be covered by the NSW State Government's Employment Protections and associated employment letter provided to retail affected employees.
- g) Notwithstanding, Essential energy confirms that permanent employment is the preferred means of employment across the business and temporary employment shall not be used as an alternative to permanent employment.

### **3.2.4 Casual Employment**

- a) "Casual Employee" means an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.
- b) A casual employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of twenty (20) per cent with a minimum payment of three (3) hours pay for each start.
- c) A casual employee shall receive overtime rates for any time worked in excess of the ordinary hours of work for a full time employee. The casual loading is excluded in the calculation of overtime.  
  
The casual loading prescribed is in lieu of the annual leave, personal leave, carers' leave and public holiday entitlements arising under this Agreement, however, the loading is not in lieu of entitlements prescribed in Section 4 Clause 4.6 (Long Service Leave).
- d) A casual employee shall not be used to replace a full-time or part-time position other than where a permanent employee is absent on approved leave or working on a project.
- e) Casual appointments shall be reviewed after a continuous period of three (3) months.

### **3.2.5 Apprentices and Trainees**

- a) The provisions of this Agreement apply to apprentices and trainees employed by Essential Energy, with the exception of requirements of the relevant State based training legislation.
- b) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.

### **3.3 PERFORMING ALTERNATIVE WORK**

An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay.

#### **3.3.1 Acting Higher Grade**

- a) An employee who performs, for at least one (1) ordinary working day, the work of another employee which is paid at a higher rate than the employee's position, shall be paid according to the employee's skills, qualifications and experience but not less than the entry level for the position.
- b) Where a public holiday or group of public holidays occur during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday(s) at the rate for acting in the position where the employee has acted in the higher grade position both the day before and the day after the public holiday.
- c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six (6) months during the twelve (12) month period prior to going on leave or continuously for at least three (3) months immediately preceding the commencement of the leave.
- d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher grade position shall not exceed six (6) months.
- e) For extended periods (greater than two (2) months) of appointment, this arrangement will be formalised and appropriate notification forwarded to payroll.
- f) At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

#### **3.4 WORKING AWAY FROM HOME**

- a) Where Essential Energy requires employees to travel and work away from home, it should be at no personal monetary expense and/or monetary gain to the employees.
- b) An employee required to remain away overnight shall, except as provided for in paragraphs c), d), e) and f) of this clause, be entitled to:
  - (i) Have Essential Energy pay for accommodation costs only and the employee to be paid beforehand for meal and incidental allowances as per Table 1 of the Australian Tax Office Reasonable Amounts determination for approved travel allowance expenses; or
  - (ii) Have Essential Energy arrange and pay for accommodation costs, meals and incidental expenses; or
  - (iii) A lump sum amount for accommodation, meals and incidentals paid beforehand in accordance with Table 1 of the Australian Tax Office Reasonable Amounts determination
- c) For Apprentices/Cadets/Trainees attending training, directly in relation to their Training Contract, Essential Energy shall provide reasonable accommodation. All meals and incidental expenses will be covered as per clause b) (i) above.
- d) Where a Corporate Card has been issued to an employee the card shall be used to pay for overnight accommodation. Meals and incidentals can be claimed as a lump sum. Any expenses that cannot be paid for by the card shall be reimbursed on supply of receipts.
- e) Claims for allowances, except incidentals, cannot be made for employees attending internal training sessions, inductions, conferences and staff development activities where Essential Energy has provided reasonable accommodation and meals.
- f) Where crews are organised and sent to other locations in response to major storm / disaster events, Essential Energy will arrange, book and pay for accommodation and the employees can then claim meals and incidental expenses as per Table 1 of the Australian Tax Office Reasonable Amounts determination.
- g) Reasonable accommodation, for the purposes of this clause, will be of at least three (3) star standard, where available.

### **3.5 WORKPLACE FLEXIBILITY**

### **3.5.1 Intention**

These flexibility arrangements are to apply to short term arrangements between a group of employees and Essential Energy which shall be by mutual agreement. They are not to permanently replace the standard Agreement conditions and should be specifically project orientated. The Unions will be advised in writing of any proposed workplace flexibility alternate arrangements.

### **3.5.2 Consultation**

The Unions will be consulted in respect to workplace flexibility alternate arrangements.

### **3.5.3 Workplace Flexibility Arrangements**

#### **a) Nature of Arrangements**

Under the terms of this Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

- Hours of Work
- Overtime including accrual and cashing in of time in lieu of overtime
- Travel and accommodation expenses

#### **b) Negotiating Workplace Flexibility Arrangements**

Discussions leading to agreed workplace flexibility arrangements should be between the relevant manager/team leader, the local union delegate and the employee(s) affected by the arrangement. Discussions should include all relevant details including:

- Nature of work to be performed
- How the work is to be performed
- Who is to perform the work
- When the work is to be done
- The basis on which payment, or otherwise, is to be made; and
- The timeframe the arrangement is to run for.

Essential Energy will endeavour to source employees from within the Regions/Depots concerned. When insufficient numbers are available, consultation will occur with the relevant Union/s prior to seeking interest external to the Region/Depots concerned.

Where this occurs and the interested employees exceed the required numbers, the normal selection process shall apply.

#### **c) Recording the Arrangement**

The agreed workplace flexibility arrangement shall be committed to writing.

## **SECTION 4 - LEAVE AND HOLIDAY PROVISIONS**

### **4.1 ANNUAL LEAVE**

#### **4.1.1 Accrual & Taking of Annual Leave**

- a) Employees other than casuals, shift workers and part time employees accrue five (5) weeks annual leave per annum which accrues progressively throughout an employee's year of service.

Shift workers – employees required to perform regular rostered shift work shall be entitled to six (6) weeks annual leave.

- b) Rostered days off do not accrue during periods of annual leave.

- c) Annual leave shall be taken in accordance with the Annual Holidays Act 1944 (NSW) as amended, unless consistent with the terms of this Agreement.
- d) Employees shall not commence annual leave whilst on personal or accident leave.
- e) Where an employee has more than eight (8) weeks accrued Annual Leave the employee must, in conjunction with their Manager, develop a leave Plan for the following twelve (12) months that will facilitate the reduction of the overall balance to no more than six (6) weeks accrued annual leave at the end of the twelve (12) month period.
- f) Annual leave may be taken at half pay, but only where the employee has a balance of eight (8) weeks or less at the time of commencing the leave.
- g) Employees who relieve employees engaged on regular rostered shift work, shall be entitled to one-day additional annual leave for each ten (10) weeks or portion of such 10 weeks they so relieved. A week shall mean any single period of seven (7) days.
- h) All employees on leaving or being discharged from Essential Energy's service shall receive payment in lieu of annual leave pro rata according to the time worked.
- i) Paid time lost as a result of accident shall be regarded as time worked for the purpose of calculating annual leave.
- j) Payment for annual leave will be made at the employee's current hourly base rate.

#### **4.1.2 Cashing Out**

- a) An employee may request in writing for annual leave to be cashed out at their ordinary rate of pay but only in the following circumstances. An employee must have:
  - an annual leave balance of more than four (4) weeks after any cashing out of annual leave;
  - taken four (4) weeks annual leave in the preceding twelve (12) month period prior to making the request.
- b) Where an employee meets the above criteria, cashing out is only allowed to the equivalent of half the annual leave balance accrued at the time the employee makes the request.

#### **4.1.3 Notice Periods**

Employees must submit their application for annual leave no less than two (2) weeks prior to the proposed commencement date. Managers must approve, reject or discuss the annual leave request within five (5) working days of the employee submitting the request.

The above notice periods may be waived in exceptional circumstances and by agreement.

### **4.2 ADDITIONAL ESSENTIAL ENERGY HOLIDAY**

- a) In addition to any day proclaimed as a State-wide public holiday, all permanent full time and part time employees shall be entitled to leave on full pay of one (1) working day falling between Christmas and New Year's Day each year. This day is recognised as being in lieu of local community show days etc.
- b) Employees required to work on the Additional Holiday shall not be paid penalty rates but shall be allowed time off equivalent to that worked, without loss of pay. Part Time employees not scheduled to work on the day shall be granted time on a proportional basis. Part Time Employees working on the day will accrue either the actual hours worked or their proportional rate whichever is greater.

### **4.3 PUBLIC HOLIDAYS**

#### **4.3.1 Paid Public Holidays**

Employees shall be granted the following days as public holidays with pay:

- a) Any day proclaimed as a State-wide public holiday.
- b) Union Picnic Day

The Picnic Day shall be a recognised holiday for employees who are members of the Unions party to this Agreement. Upon request from Essential Energy, evidence of attendance at the Picnic Day will be sufficient if a butt of the ticket to the Picnic Day is produced in order to claim payment for the day.



- c) By agreement in accordance with local community arrangements a day other than the prescribed Union Picnic Day may be taken as a substitute day.

#### **4.3.2 Alternate Religious Beliefs**

In order to recognise genuinely held non-Christian religious beliefs and employee may, where it meets customer needs, business operations and with the agreement of their Manager, substitute Christian based public holidays for those relevant to the employee's stated religion.

#### **4.3.3 Payment for Work on a Public Holiday**

- a) An employee;
  - (i) who is required to work on a public holiday or the day substituted, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the usual pay for the day.
  - (ii) who is required to work outside of their usual working hours on a public holiday shall be paid at the rate of double time and one half until released. For a shift worker this includes overtime which is continuous with the beginning of an Award holiday.
  - (iii) who is required to work on a public holiday shall be paid for a minimum of four (4) hours work at, at the appropriate rate, either (i) or (ii) above.
- b) Employee Absent Prior to and After a Public Holiday

An employee shall not be entitled to payment for a public holiday if absent from work without approval on the ordinary day before or after the public holiday.
- c) Public Holiday During Leave of Absence

An employee, absent without pay for more than five (5) consecutive working days, shall not receive payment for any public holiday which occurs during the absence.

### **4.4 PERSONAL LEAVE**

Essential Energy operates a debit free personal leave arrangement. In light of the need to manage personal leave absences, the parties recognise that access to personal leave is not an unfettered right.

#### **4.4.1 Managing Personal Leave Absences**

An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to personal leave with pay subject to the following:

- a) An employee shall notify their immediate supervisor, within one (1) hour of the employee's usual starting time, of the employee's inability to attend on account of personal illness or injury and the estimated duration of absence.
- b) An employee will be required by Essential Energy to produce a medical certificate or other satisfactory evidence of their illness or injury where the period of absence is for more than two (2) consecutive working days, or where Essential Energy identifies a pattern of absences.
- c) The management of personal leave shall be in accordance with Essential Energy's Personal and Carers Leave Policy (CEOP2000.44) as varied from time to time with consultation, which may include a requirement that the employee undergo personal leave case management.
- d) Where an employee is undergoing Personal Leave Case Management, Essential Energy reserves the right to refer the employee to an independent medical practitioner where there is a disputed diagnosis of the employee's medical condition.
- e) Where an employee has a long term illness or injury, which has caused the employee to be absent for more than six (6) months in any twelve (12) month period, Essential Energy will consult with the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, Essential Energy may terminate the employee's service.
- f) At any stage of the management of personal leave the employee may involve their union.

Where Essential Energy terminates employment in accordance with this clause, the employee will be paid an amount equivalent to two (2) week's pay for each year of service with Essential Energy up to a maximum of twenty-six (26) week's pay plus four (4) week's pay in lieu of notice.

#### **4.4.2 Avoidance of Duplicate Benefits**

An employee, who has been granted personal leave under this clause, and who in respect of the same period of Sick Leave receives compensation under any Act or law, shall reimburse Essential Energy from that compensation, any amounts paid as personal leave.

#### **4.4.3 Existing Accumulation**

a) Employees shall have their untaken personal leave/sick leave accumulated preserved in accordance with the following entitlements:

- Barrier Industrial Council (BIC) Electricity Field and Administration staff as at 1 April 1994
- Australian Services Union (ASU) / Municipal Employees Union (MEU) as at 1 November 1997
- Balranald Energy Lodge (BEL) as at 30 June 1997

Any existing balance will remain at the dollar value of the balance as at 30 June 2011.

- b) An employee shall be paid their preserved balance where an employee's service is terminated for any reason.
- c) Where an employee dies, the preserved balance shall be paid to the employee's legal representative.
- d) Unused preserved sick leave can be accessed by each employee voluntarily. There are to be two (2) access dates per year, spreading over more than one (1) financial year, for the life of this Agreement.

#### **4.4.4 Illness During Annual and Long Service Leave**

If an employee suffers personal illness or injury for a period of at least five (5) consecutive days whilst on Annual or Long Service Leave, the employee will be granted additional leave equivalent to the period of personal illness or injury, which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

Lesser periods will be considered on a case by case basis provided satisfactory medical evidence is available.

#### **4.5 CARER'S LEAVE**

a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph c) who needs the employee's care and support, shall be entitled to use, in accordance with the sub-clause, up to ten (10) days carers leave per year, for absences to provide care for such persons when they are ill. Such leave may be taken for part of one day.

b) The employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the illness resulting in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person had taken leave to care for the same person.

c) The entitlement to use carers leave in accordance with this clause is subject to:

- (i) The employee being responsible for the care and support of the person concerned: and,
- (ii) The person concerned being:
  - a spouse of the employee; or
  - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
  - ‘relative’ means a person related by blood, marriage or affinity.
  - ‘affinity’ means a relationship that one spouse because of marriage has to blood relatives of the other; or
  - ‘household’ means a family group living in the same domestic dwelling.
- d) An employee shall notify their immediate supervisor of the requirement to take leave, the reason for taking such leave and the estimated length of absence at the first opportunity or on the day of absence.
- e) An employee may elect with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 4.5 c) (ii) above who is ill or who requires care due to an unexpected emergency.
- f) An employee may elect with the consent of the employer, to take annual leave not exceeding ten (10) days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties, for the purposes of providing care to a class of person set out in sub-clause 4.5 c) (ii).
  - (i) An employee may elect with the employer’s agreement to take annual leave at any time within a period of twenty-four (24) months from the date at which it falls due.
- g) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- h) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.
- i) If, having elected to take time as leave, in accordance with sub-clause 4.5 f) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- j) Where no election is made in accordance with the said sub-clause 4.5 f) above, the employee shall be paid overtime rates in accordance with the Agreement.
- k) An employee may elect, with the consent of the employer, to work ‘make-up time’ under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- l) An employee on shift work may elect, with the consent of the employer, work ‘make-up time’ (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- m) Carer’s entitlement for casual employees
  - (i) Subject to the evidentiary and notice requirements in sub-clause b) and d) above, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub-clause c) of this clause who are sick or injured and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

## **4.6 LONG SERVICE LEAVE**

### **4.6.1 Long Service Leave Entitlement**

Essential Energy shall grant each employee, long service leave on full pay as follows:

<b>Length of Continuous Service</b>	<b>Amount of Leave</b>
After ten (10) years	13 weeks
Between ten (10) and fifteen (15) years	1.7 weeks per year
After fifteen (15) years	2.7 weeks per year

### **4.6.2 Accrual of Leave**

Long service leave shall accrue during a period of continuous service on a pro rate basis proportionate to the scale of leave set out above. However, the amount of accrued leave which an employee has shall be reduced by any period of leave previously taken.

### **4.6.3 Taking of Leave**

An employee shall not be entitled to take any period of long service leave until the employee has completed ten (10) years continuous service with Essential Energy. The taking of Long Service Leave shall be at the discretion of the employee but at a time convenient to, and by mutual agreement with Essential Energy taking into consideration staffing levels and workloads.

### **4.6.4 Fragmented Leave**

Long service leave may be taken in separate periods of not less than one (1) week.

### **4.6.5 Notice of Leave**

An employee shall give Essential Energy at least one (1) months' notice of the taking of Long Service Leave. However, a shorter period of notice may be given in cases of unforeseen events which necessitate an employee taking leave.

### **4.6.6 Continuous Service**

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- a) for employees employed by Essential Energy as at 1 January, 1997 who had been credited for employment with a city, municipality, shire or county district, or local government body or electricity distributor or for employment in New South Wales with any person or corporation which has supplied electricity to the public under a franchise agreement in accordance with the New South Wales Local Government Act.
- b) all approved leave.
- c) previous employment with Australian Inland, Australian Inland Energy, Australian Inland Energy and Water, Broken Hill Water Board, Murray River County Council, Murray River Electricity, Broken Hill City Council and PcPro.

Periods which shall not be included in the calculation of continuous service are unapproved unpaid absences, absence on maternity leave and leave without pay.

### **4.6.7 Discharged Entitlements**

Long service leave shall be subject to the deduction of any period of long service leave already taken and/or the period of long service represented by any payment in lieu thereof made to the employee upon termination of employment in respect of any service counted in accordance with this clause.

#### **4.6.8 Apprentices/Traineeships**

Persons who have completed an apprenticeship/traineeship with Essential Energy or third party and who are re-employed by Essential Energy within 12 months of completing the apprenticeship shall have the period of the apprenticeship recognised for long service leave purposes.

#### **4.6.9 Payment**

##### **a) Allowances**

An employee who regularly receives payment of On Call and Standing By allowances, shift allowances, and leading hand allowance will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four (4) week (twelve (12) months for leading hands) period prior to the date of commencement of the leave.

##### **b) Full Pay**

During a period of long service leave, an employee shall be paid the employee's rate of pay which the employee would have received for the period had the employee not been on leave. Provided that in the case of a part time employee, the payment of leave shall be calculated by averaging the employee's hours over the previous twelve (12) months.

##### **c) Payment Before Leave**

An employee shall be entitled to receive payment for the full period of Long Service Leave prior to the date upon which leave commences.

#### **4.6.10 Holidays Excluded**

Long Service Leave shall be exclusive of all public holidays which occur during such period of leave.

#### **4.6.11 Termination of Employment**

##### **a) Ten (10) Years**

Where an employee has completed at least ten (10) years continuous service, and the employee's employment is terminated for any reason, or the employee dies, the employee or the employee's legal representative shall be paid the amount due for the employee's accrued long service leave.

##### **b) Short Service**

Where an employee has completed at least five (5) years' service and less than (10) years' service and their employment is terminated by Essential Energy for any reason other than serious misconduct, or if the employee terminates their employment on account of illness, incapacity or other domestic or pressing necessity, or by reason of death, Essential Energy shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued Long Service Leave.

##### **c) Payment on Termination**

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

#### **4.6.12 No Payment in Lieu**

Essential Energy shall not pay an employee in lieu of long service leave, whilst the employee remains an employee of Essential Energy.

### **4.7 PARENTAL LEAVE**

The following provisions shall apply in addition to those set out in Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' of the National Employment Standards (NES) under the Fair Work Act 2009 (Cth); and the Paid Parental Leave Act 2010 (Cth).

##### **a) In the period immediately following the birth or adoption of a child, an employee who is the primary care giver shall, subject to the completion of twelve (12) months continuous service with Essential Energy, be entitled to;**

- (i) Parental leave with full pay for a period of fourteen (14) weeks, or, in the alternative, twenty eight (28) weeks at half pay and;**

- (ii) Adoption leave with full pay for a period of fourteen (14) weeks, or in the alternative, twenty eight (28) weeks at half pay and;
  - (iii) Request Parental Leave on a Part Time basis until the child reaches school age.
  - (iv) An employee who is not the primary care giver shall, subject to the completion of twelve (12) months continuous service with Essential Energy, be entitled to Paternity leave with full pay for a period of two (2) weeks or in the alternative, four (4) weeks at half pay.
- b) An employee shall be entitled to request such additional leave without pay as shall amount in aggregate to a total period of parental leave and adoption leave not exceeding one hundred and four (104) weeks.
- c) In accordance with this clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed one hundred and four (104) weeks.
- d) An employer must not fail to re-engage a regular casual employee because:
- (i) The employee or the employee's spouse is pregnant; or
  - (ii) The employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

e) Right to Request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
  - To extend the period of simultaneous unpaid parental leave use up to a maximum of eight (8) weeks;
  - To extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;
  - To return from a period of parental leave on a part-time basis until the child reaches school age;
  - To assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such Grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision must be recorded in writing.
- (iv) Request to return to work part-time

Where an employee wishes to make a request, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

f) Communication during parental leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the employer shall take reasonable steps to:
  - Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall also take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to work on a part-time basis.
- (iii) The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (i).

- g) Paid leave of absence granted under this clause shall be counted as service for the purposes of this Agreement.

#### **4.8 JURY SERVICE LEAVE**

The following provisions shall apply in addition to those set out in Chapter 2, Part 2-2, Division 8 – ‘Community Service Leave’ of the National Employment Standards (NES) under the Fair Work Act 2009.

- a) An employee shall notify Essential Energy as soon as possible of the date upon which they are required to attend for Jury Service.
- b) An employee shall be paid by Essential Energy the difference between the Jury Service fee received and the employee’s ordinary time rate of pay for Jury Service during the employee’s usual ordinary working hours.
- c) An employee who attended Jury Service during a period of Annual or Long Service Leave or paid Maternity Leave shall, on application and on production of satisfactory evidence, be credited with leave, for the period during which the employee would have been on annual or long service leave had the employee not been on Jury Service.

#### **4.9 COMPASSIONATE LEAVE**

##### **4.9.1 Permanent and Temporary Employees**

- a) An employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee’s immediate family (as defined in paragraph d)), or a member of the employee’s household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- b) Where an employee’s immediate family member dies, the employee shall be granted compassionate leave with pay for any unworked part of the ordinary working day or rostered shift during which the employee was notified of the death.
- c) An employee may take compassionate leave for a particular permissible occasion as consecutive days, single days or separate periods as agreed.
- d) Immediate family includes:
  - (i) the employee’s spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, grandparent, aunt or uncle, grandchild or sibling; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee
- e) Compassionate leave for permanent and temporary employees is without loss of pay for ordinary hours occurring during the period of the compassionate leave.

##### **4.9.2 Casual Employees**

- a) Compassionate leave for casual employees is unpaid.
- b) Subject to the evidentiary and notice requirements in Section 4 Clause 4.5 (Carer’s Leave) paragraph (b) and (d), casual employees are entitled to not be available to attend work, or leave work upon the death of a person prescribed in Section 4 Clause 4.5 (Carer’s Leave) paragraph (c).
- c) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion.
- d) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are not otherwise affected.

#### **4.10 UNION TRAINING LEAVE**

- a) An employee may make application to Essential Energy for paid leave to attend Union courses/conferences.

- b) Essential Energy's approval of an application for Union leave is subject to:
- (i) The taking of the leave shall be dependent upon Essential Energy being able to make adequate staffing arrangements.
  - (ii) Training courses/conferences should be for Union delegates or workplace representatives for whom the approved course is of relevance.
  - (iii) Written application and at least six (6) weeks' notice, or other agreed period, for leave shall be given.
  - (iv) Paid leave will not incur any other payment other than the ordinary rate of pay.
  - (v) An annual pool of paid leave up to a maximum of one hundred (100) days will be provided by Essential Energy for employees to use for Union leave. Extra leave may be granted by approval of the Chief Executive Officer.

#### **4.11 ACCIDENT LEAVE**

##### **4.11.1 Accident Pay**

- a) An employee, after a period or periods of worker's compensation totalling twenty-six (26) weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of twenty-six (26) weeks of incapacity.
- b) Accident Pay is not payable for the first twenty-six (26) weeks of a period of incapacity.
- c) Accident Pay shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the Workers' Compensation Act 1987 (NSW), as amended and the employee's ordinary rate of pay.
- d) Accident Pay shall be payable only for a period or periods of incapacity while the employee remains an employee of Essential Energy.
- e) An employee shall not be entitled to the payment of Accident Pay in addition to payment for any period of Annual Leave, Sick Leave, Long Service Leave or any Enterprise Agreement Holiday, or for any period for which the employee has received a verdict for damages or a payment as settlement for a claim related to a compensation injury.

##### **4.11.2 Notice of Injury**

An injured employee shall give notice in writing, of the injury and circumstances leading to the injury, to Essential Energy without undue delay, and shall provide in writing all other information as Essential Energy may reasonably require.

##### **4.11.3 Medical Examination**

Nothing in this clause shall in any way be taken as restricting or removing Essential Energy's right under NSW workers compensation laws, to require the employee to submit for examination by a legally qualified medical practitioner, provided and paid by Essential Energy.

If the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive Accident Pay shall be suspended until such examination has taken place.

##### **4.11.4 Damages or Settlement**

The employee shall not be entitled to receive Accident Pay if the employee fails to give Essential Energy:

- a) an undertaking that if the employee obtains a verdict for damages against Essential Energy in respect of the injury or is paid an amount in settlement of any claim for damages that the employee has made against Essential Energy for the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for damages or amount in settlement of the claim, repay to Essential Energy the amount of Accident Pay which Essential Energy has paid.
- b) an undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages against that third party the employee will out of such verdict or amount of money repay to Essential Energy the amount of Accident Pay which Essential Energy has paid.



- c) an irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against that third party or any amount of money payable to the employee in settlement of any claim for damages made against that third party to pay to Essential Energy the amount of Accident Pay which Essential Energy has paid to the employee.

## **4.12 DOMESTIC VIOLENCE LEAVE**

### **4.12.1 General Principle**

Essential Energy recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Essential Energy is committed to providing support to staff that experience domestic violence.

### **4.12.2 Definition of Domestic Violence**

Domestic violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member as defined in this Agreement.

### **4.12.3 General Measures**

- a) Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- b) All personal information concerning domestic violence will be kept confidential in line with Essential Energy Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- d) Essential Energy will identify a contact in Human Resources who will be trained in domestic violence and privacy issues. Essential Energy will advertise the name of the contact within the organisation.
- e) An employee experiencing domestic violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- f) Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub-clauses 4.12.4 and 4.12.5.
- g) Essential Energy will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an employee reports domestic violence.

### **4.12.4 Leave**

- a) An employee experiencing domestic violence will have access to paid special leave for medical appointments, legal proceedings and other matters and activities arising from domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- b) An employee who supports a person experiencing domestic violence may take special leave to accompany them to court, to hospital, or to mind children.

### **4.12.5 Individual Support**

- a) In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, Essential Energy will support any reasonable request from an employee experiencing domestic violence for
  - (i) changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) job redesign or changes to duties;
  - (iii) relocation to suitable employment within Essential Energy;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

- b) An employee experiencing domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically.

## **SECTION 5 – ALLOWANCES**

### **5.1 LEADING HAND ALLOWANCE**

- a) An employee employed at or below Pay Point 25 in a field based position who is in charge of and responsible for a work group comprising that employee and at least two (2) other employees shall receive the Leading Hand allowance.
- b) An amount per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) shall be paid when performing the duties and requirements of a Leading Hand. This allowance is only payable for ordinary hours worked, overtime and superannuation where the employee performs the duties and requirements of a Leading Hand.
- c) An employee performing the duties and requirements of a Leading Hand for three (3) or more days in any one (1) week shall be paid the allowance for the remainder of the working week (Monday to Friday), either a four (4) or five (5) day week, as appropriate.
- d) Leading Hand is not a permanent appointment except for those employees who, prior to approval of this Agreement, had been appointed as a permanent Leading Hand and continue to perform the role in accordance with this clause above. In this circumstance, the employee will receive the allowance on a permanent basis which will be payable for all purposes.
- e) Essential Energy retains the right to manage the process for engaging a Leading Hand including rotation of the duties and functions of a Leading Hand within the work group(s).

### **5.2 ELECTRICAL SAFETY RULES ALLOWANCE**

- a) The Electrical Safety Rules Allowance (ESRA) will be paid to employees appointed to electrical positions who have passed the safety rules test and who are required to work or supervise or direct work in accordance with these rules. Typically employees who hold a trades' certificate from the family of electrical trades (including apprentices) will receive this allowance.
- b) Employees in non-electrical trades' technical and professional classifications, who are required to sit an abridged version of the safety rules exam, and are required to work in accordance with these rules, will receive 80 per cent or 60 per cent of the allowance. Employees in the Administrative Officer stream shall have an examination of their role and requirements to determine whether they are eligible for payment of the Safety Rules Allowance.
- c) Notwithstanding the above, the applicability of the electrical safety rules to the particular functions of a position may change from time to time and be subject to review. As a result, the ongoing payment of ESRA is also subject to review.
- d) To continue receiving the ESRA an employee must remain competent in their understanding and workplace application of the electrical safety rules. The ESRA may be temporarily suspended for a period of up to six (6) months where it is demonstrated that an employee has failed to follow and apply electrical safety rules in accordance with Essential Energy policies or procedures.
- e) For further detail regarding the ESRA, refer to Section 6 Clause 6.15 Table 4 (Essential Energy Far West Electricity Electrical Safety Rules Allowance) and Section 6 Clause 6.16 (Electrical Safety Rules Allowance Guidelines)

### **5.3 FIRST AID ALLOWANCE**

All employees will be encouraged to obtain a First Aid Certificate. The cost of obtaining the certificate and the ongoing renewal costs will be met by Essential Energy where the certificate is obtained or renewed through an accredited training organisation and approved by the relevant manager.

An employee who is the holder of a current recognised First Aid Certificate and who is designated first aid attendant shall be paid a weekly First Aid Allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

### **5.4 CHIEF FIRE WARDEN ALLOWANCE**

An employee who has received the appropriate training and is designated as a Chief Fire Warden shall be paid a weekly Chief Fire Warden allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity

Allowances). An employee who is directed to act during a period of absence of the Chief Fire Warden shall be entitled to claim the allowance for the period whilst directed to act.

## **5.5 AREA CLIMATE ALLOWANCE**

- a) Employees working within the area of supply of Essential Energy shall be paid a daily allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) of this Agreement. This allowance does not form part of the ordinary rates of pay for the purpose of the calculation of overtime. This allowance is not paid for other purposes.

## **5.6 AIRCRAFT ALLOWANCE**

An employee who is required in the course of employment to be engaged in a rotary or fixed wing aircraft in inspection and reporting on the distribution network shall be paid an allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances), per day or part thereof whilst so engaged.

Prior to use by employees, the full service history of the particular aircraft to be used are to be made available.

## **5.7 TRAINING ALLOWANCE**

- a) A training allowance shall be paid to:
- (i) employees who are required to prepare and present approved regulatory training courses to other staff members; and
  - (ii) employees who conduct formal assessments (of a course and/or individual participant).
- b) The training allowance shall not apply where the responsibility for the above duties is a function of the employee's appointed position.
- c) All employees who receive training will be paid at ordinary time where the course has been approved by Essential Energy.

## **5.8 PRIVATE MOTOR VEHICLE ALLOWANCES**

Employees shall not ordinarily be required to use their private motor vehicle for Essential Energy business purposes. However, in extenuating circumstances and with the prior agreement of their manager/supervisor, an employee who uses a privately owned motor vehicle in their role shall be paid for the casual use at the Australian Taxation Office rates.

## **5.9 CREW COORDINATOR ALLOWANCE**

An employee appointed to the role of Crew Coordinator will be entitled to a Crew Coordinator allowance as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

## **5.10 DEPOT CONTROLLER ALLOWANCE**

A Resource Supervisor or Crew Supervisor at each Grade 'C', 'D' & 'E' depot who in addition to their normal responsibilities acts as the person in charge of their depot will be paid a Depot Controller allowance. The recipient of the allowance is responsible for the efficient and effective daily function of the depot. The allowance is as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances)

This allowance is not payable to Senior Resource Supervisors as the depot responsibility forms part of their role.

Where the depot controller is on leave the employee assigned responsibility for the depot controller duties is eligible to receive the depot controller allowance on a pro rata daily basis.

## **5.11 CAMPING ALLOWANCE**

- a) Where an employee is required to perform work that renders it necessary for an employee to sleep away from the employee's usual residence and where hotel/motel accommodation is not available the employee shall be paid a camping allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).
- b) Where the existing camping requirements cause extreme hardship to an employee and the employees' family because of such exceptional circumstances, Essential Energy, on application by the employee will review its policy on the matter in that particular case and subject to the merits of the case, an alternative arrangement to camping may be negotiated.

## **5.12 TOWING ALLOWANCE**

Where an employee is required to drive a vehicle towing another vehicle or a semi (articulated) trailer, the employee shall be paid a towing allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

## **5.13 CLIMBING ALLOWANCE**

Where an employee is trained and qualified in radio and communications tower work to work on towers above 30 metres in height and the employee carries out work on such towers they shall be paid a climbing allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

## **5.14 CONFINED SPACES ALLOWANCE**

Where an employee is required to perform construction, maintenance and repair jobs in a confined space, they shall be paid a confined spaces allowance per hour as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

## **5.15 DIRTY WORK ALLOWANCE**

A dirty work allowance shall be paid hourly as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) to an employee required to:

- a) work in the sedimentation and flocculation tanks at Mica Street Water Treatment Plant when the tanks are empty and repairs are undertaken;
- b) work in the suction tunnel at the Stephens Creek Pumping Station;
- c) internally clean fuel storages;
- d) internally clean service reservoirs and/or balance tanks;
- e) internally clean and/or repair sewerage settling and sludge digesting tanks (as distinct from sewerage pump wells);
- f) clean and oil shutters;
- g) work in sewerage pump wells (wet or dry) or in any situation where the employee comes in direct contact with sewerage matter;
- h) work in situations that the employee is unable to arrange adequate protection (e.g. water proof boots) from excessively wet or muddy conditions;
- i) pull down dirty ceilings or roofing

## **5.16 LIVING AWAY ALLOWANCE**

Where an employee is required to remain away overnight and has not claimed incidentals in accordance with Section 3 Clause 3.4 Working Away From Home sub-clause b) they shall be paid a Living Away allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances).

## **5.17 PLANT OPERATOR ALLOWANCE**

Where an employee is required to operate a crane borer/lifter they shall be paid a Plant Operator allowance per day as per Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances), provided that, when plant operating is not available to be carried out, the plant operator undertakes any other work allocated by the supervisor.

## **5.18 MOVEMENT OF ALLOWANCES**

Allowances described in Section 6 Clause 6.14 Table 3 (Essential Energy Far West Electricity Allowances) shall increase at the same percentage rate as the rates of pay in Section 6 Clause 6.12 Table 1 (Essential Energy Far West Electricity Rates of Pay), excluding Electrical Safety Rules (ESRA).

# **SECTION 6 – MISCELLANEOUS**

## **6.1 OUTSOURCING**

- a) Where Essential Energy is considering outsourcing work which would normally be performed by Essential Energy employees, Essential Energy will consult with the affected employees and the relevant Union(s) in accordance with the requirements of this clause.

- b) In the event that Essential Energy identifies that it will outsource/contract out work, which is work that would normally be performed by Essential Energy employees, the nature of the activity or project will be referred to the Outsourcing Consultative Committee, following a Briefing Paper being forwarded to the Union parties.
- c) This Committee shall comprise of the Manager Employee Relations (or his/her nominee), and the General Secretary of the relevant Union(s) (or his/her nominee). As required, the involvement of the relevant General Manager and/or a maximum of two (2) relevant union delegates from each Union may be co-opted to assist with detailed information regarding the activity/project to be outsourced. All Committee meetings are to be minuted. The minutes will be circulated to all parties in attendance no later than four (4) days following the meeting.
- d) For any activity or project being submitted for consultation to the Outsourcing Committee the following criteria shall be demonstrated:
  - (i) where insufficient resources are available (including consideration of the usage of permanent part time, temporary or casual employment arrangements) to meet the current Essential Energy work commitment and work timetable or;
  - (ii) the failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
  - (iii) the use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality, safety, system performance, cost and the overall strategic direction of Essential Energy.
- e) The Committee shall adhere to a timeframe of no more than twenty-eight (28) days, after the Briefing Paper has been provided, to complete the consultative process on the activity/projects before them.
- f) Either party may seek the assistance of Fair Work Commission during the consultation process.
- g) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
  - (i) provide a written undertaking to comply with the safety, environmental and quality standards of Essential Energy.
  - (ii) provide a written undertaking to conform to all Acts, Enterprise Agreements and agreements affecting the employees of the Contractor.
  - (iii) demonstrate it has established appropriate industrial relations policies and practices.

## **6.2 DRIVERS LICENCE**

An employee appointed to a position which requires the employee to hold a motor vehicle drivers' licence shall be reimbursed the cost of such license by Essential Energy.

## **6.3 WET WEATHER AND EXTREME CONDITIONS**

### **6.3.1 Wet Weather**

It is not the intent of Essential Energy for its employees to normally work in wet weather.

Essential Energy shall however provide its field based employees with suitable wet weather gear for those occasions where due to an emergency, or an outage that has already commenced, it requires the employees to work through.

Where an employee stops work due to wet weather, the employee shall be paid for time not worked provided the employee:

- Remains at work until directed to leave work;
- Stands by as directed; and
- Reports for duty as directed.

### **6.3.2 Extreme Conditions**

Individuals working in heated conditions need to as a minimum adhere to the following measures within the workplace:

- Ensure that the appropriate PPE is worn at all times

- Ensure the adequate intake of fluids
- Observe that regular rest breaks are utilised
- Take early actions if any signs or symptoms of heat stress occur

In extreme conditions, work should be arranged so that it is not performed when temperatures are at their highest. In such cases it may be an alternative to alter the commencing times to coincide with the coolness of the morning subject to agreement between Essential Energy and the employees concerned.

#### **6.4 TOOLS**

- Essential Energy shall provide employees with the necessary tools to perform their duties. Tools will only be supplied and or purchased in accordance with the Essential Energy tools policy. Damaged, lost or worn tools shall be replaced by Essential Energy.
- Employees shall use the tools for their intended purpose only. Employees shall exercise all care in the use of and safe keeping of tools.

#### **6.5 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING**

- Essential Energy shall provide PPE and clothing to fulfil safety requirements relating to the provision of such equipment and clothing.
- Employees must ensure they wear and/or use appropriate PPE and clothing for the purpose for which it was provided.

PPE and clothing will be replaced on a fair wear and tear basis approved by the employee's manager/team leader.

#### **6.6 UNION DELEGATES' CHARTER**

##### **6.6.1** Essential Energy shall be able to:

- Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.
- Be given reasonable notice by Delegates that they intend to carry out their Union duties.
- Expect that Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings.
- Expect that Union Delegate(s) be reasonably available as required to assist in the facilitation of effective workplace relations practices.

##### **6.6.2** To the extent permitted by the Fair Work Act 2009, Union Delegates at Essential Energy shall be able to:

- Approach, or be approached by a member for the payment of union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.
- Have access to Union Officials, subject to the Fair Work Act 2009, as required within operational hours and on business premises as required for the purposes of Union business.
- Be able to represent employees or request a Union Official to represent the employee.
- To negotiate with management together with other Union Delegates on behalf of all or part of the members on any matters in accord with union policy affecting the employment of members who work in Essential Energy.
- Call meetings and for members to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.
- Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.
- Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities.

- i) Attend meetings and training held by the union in which they hold office without loss of any rights or ordinary pay following the approval of Essential Energy. Attendance at these meetings shall not be unreasonably withheld. Leave granted for this purpose may be accessed by the relevant special leave provisions and or relevant training leave provisions.
- j) Have all agreements and arrangements negotiated with Essential Energy set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.
- k) Place appropriate union endorsed notices on defined union notice boards.

## **6.7 SUPPLY OF RESIDENCE**

Where an employee is provided with a residence by Essential Energy (with or without concessions), the weekly value of such residence and concessions shall be determined by Essential Energy.

## **6.8 NO EXTRA CLAIMS**

The parties to this Enterprise Agreement agree not to pursue any additional or extra claims during the term of this Enterprise Agreement except in accordance with Section 1 Clause 1.7 (Future Negotiations), or in accordance with any decision of Fair Work Commission.

## **6.9 PHASED RETIREMENT**

A range of flexible work and leave arrangements may be available by agreement between Essential Energy and an employee to better manage transition to retirement. Any agreed arrangement is in recognition of an ageing workforce in Essential Energy and the need to retain skills and experience within the organisation while managing the transfer of corporate knowledge prior to retirement.

Flexible work and leave arrangements include:

- (a) Part-time work;
- (b) Leave without pay;
- (c) Annual leave at half pay;
- (d) Job sharing arrangements;
- (e) Variations to ordinary hours and rosters;
- (f) Job redesign

The terms of any flexible work and/or leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of Essential Energy and the employee.

## **6.10 ISOLATED AREAS – INCLUDING INDIGENOUS ISSUES**

The parties agree to proactively support recruitment and employment in isolated areas. The union parties are also committed to an involvement in developing the terms of reference for such work and the work of the existing Recruitment Group for Isolated Areas.

## **6.11 ENGAGEMENT OF LABOUR HIRE AGENCY WORKERS**

- a) The parties to this Agreement recognise the need for Essential Energy to engage labour hire agency workers from time to time to meet short term business needs. These engagements may need to be undertaken within short time frames. Essential Energy will consult with the relevant parties where the engagement of labour hire agency workers is required.
- b) In this context the parties define short term business needs as a maximum of twelve (12) months except in circumstances where consultation has taken place prior to any extension of this timeframe. As part of this process, Essential Energy will meet with the relevant union(s) on a six (6) monthly basis to discuss labour hire resource requirements. Essential Energy will provide a report as to labour hire agency workers at each of these meetings.
- c) Essential Energy confirms that labour hire shall not be used as an alternative to permanent employment.

**6.12 TABLE 1: ESSENTIAL ENERGY FAR WEST ELECTRICITY RATES OF PAY**

	Weekly \$ 1 July 2016	Hourly rate \$ 1 July 2016	Weekly \$ 1 January 2018 (2%)	Hourly rate \$ 1 January 2018 (2%)
<b>C1*</b>	442.00	12.28	450.84	12.53
<b>C2*</b>	487.61	13.54	497.36	13.81
<b>C3*</b>	537.89	14.94	548.65	15.24
<b>1</b>	580.47	16.12	592.08	16.44
<b>2</b>	705.23	19.59	719.33	19.98
<b>3</b>	816.69	22.68	833.02	23.13
<b>4</b>	915.14	25.42	933.44	25.93
<b>5</b>	946.30	26.29	965.23	26.82
<b>6</b>	978.37	27.17	997.94	27.71
<b>7</b>	994.43	27.62	1014.32	28.17
<b>8</b>	1025.86	28.50	1046.38	29.07
<b>9</b>	1046.48	29.07	1067.41	29.65
<b>10</b>	1110.85	30.85	1133.07	31.47
<b>11</b>	1155.43	32.09	1178.54	32.73
<b>12</b>	1178.45	32.74	1202.02	33.39
<b>13</b>	1202.12	33.39	1226.16	34.06
<b>14</b>	1226.07	34.06	1250.59	34.74
<b>15</b>	1250.87	34.75	1275.89	35.45
<b>16</b>	1275.92	35.44	1301.44	36.15
<b>17</b>	1301.41	36.15	1327.44	36.87
<b>18</b>	1327.12	36.87	1353.66	37.61
<b>19</b>	1353.78	37.61	1380.86	38.36
<b>20</b>	1380.92	38.36	1408.54	39.13
<b>21</b>	1395.39	38.77	1423.30	39.55
<b>22</b>	1408.53	39.12	1436.70	39.90
<b>23</b>	1436.52	39.90	1465.25	40.70
<b>24</b>	1465.47	40.70	1494.78	41.51
<b>25</b>	1494.67	41.52	1524.56	42.35
<b>26</b>	1555.37	43.20	1586.48	44.06
<b>27</b>	1586.13	44.05	1617.85	44.93
<b>28</b>	1650.46	45.85	1683.47	46.77
<b>29</b>	1683.35	46.76	1717.02	47.70
<b>30</b>	1716.88	47.69	1751.22	48.64
<b>31</b>	1751.36	48.65	1786.39	49.62
<b>32</b>	1786.58	49.63	1822.31	50.62
<b>33</b>	1822.21	50.61	1858.65	51.62
<b>34</b>	1895.87	52.66	1933.79	53.71
<b>35</b>	1933.62	53.71	1972.29	54.78
<b>36</b>	1972.21	54.79	2011.65	55.89
<b>37</b>	2051.95	57.00	2092.99	58.14
<b>38</b>	2135.10	59.31	2177.80	60.50
<b>39</b>	2221.11	61.69	2265.53	62.92
<b>40</b>	2310.90	64.20	2357.12	65.48

\* Used for Cadet Engineers stream only



**6.13 TABLE 2: ESSENTIAL ENERGY FAR WEST ELECTRICITY SHIFT ALLOWANCES**

Section / Clause	Allowance Description	Frequency	Amount 1.7.16	Amount 1 January 2018 (2%)
Section 2 Clause 2.2	Afternoon Shift	Per Shift	\$37.52	\$38.27
	Night Shift	Per Shift	\$51.60	\$52.63
	Early Morning Shift	Per Shift	\$12.81	\$13.07

**6.14 TABLE 3: ESSENTIAL ENERGY FAR WEST ELECTRICITY ALLOWANCES**

	Allowance Description	Frequency	Amount 1 July 2016	Amount 1 Jan 2018 (2%)
Section 2 Clause 2.4.9	On Call (7 days)	Per Week	\$316.22	\$322.54
	On Call Weekly (5 days)	Per Week	\$225.42	\$229.93
	On Call Weekday (Mon to Fri)	Per Day*	\$45.18	\$46.08
	On Call Weekend (Sat/Sun/Hol)	Per Day*	\$52.71	\$53.76
	On Call Short Notice	Per Day*	\$52.71	\$53.76
Section 2, Clause 2.5.5	Overtime Meal Allowance	Per meal	\$28.53	\$29.10
Section 5, Clause 5.11	Camping Allowance	Per day	\$48.40	\$49.37
Section 5, Clause 5.3	First Aid Allowance	Per day	\$2.78	\$2.84
Section 5, Clause 5.4	Chief Fire Warden Allowance	Per week	\$18.26	\$18.63
Section 5, Clause 5.1	Leading Hand Allowance	Per day	\$18.05	\$18.41
Section 5, Clause 5.6	Aircraft Allowance	Per day	\$16.17	\$16.49
Section 5, Clause 5.5	Area Climatic Allowance	Per day	\$1.81	\$1.85
Section 5, Clause 5.7	Training Allowance	Per day	\$40.39	\$41.20
Section 5, Clause 5.13	Climbing Allowance	Per day	\$25.95	\$26.47
Section 5, Clause 5.14	Confined Spaces Allowance	Per hour	\$6.48	\$6.61
Section 5, Clause 5.15	Dirty Work Allowance	Per hour	\$0.27	\$0.28
Section 5, Clause 5.16	Living Away Allowance	Per day	\$42.71	\$43.56
Section 5, Clause 5.17	Plant Operator Allowance	Per day	\$11.62	\$11.85
Section 5, Clause 5.12	Towing Allowance	Per day	\$9.92	\$10.12
Section 5, Clause 5.9	Crew Coordinator Allowance	Per week	\$93.55	\$95.42
Section 5, Clause 5.10	Depot Controller Allowance <sup>2</sup>	Per week	\$35.73	\$36.44

\* Not to exceed maximum allowable weekly amount

1 Once off adjustment to bring into line with ATO rates

1 This represents 2% of Pay Point 32

The relevant rates of pay and allowances in Table 1 (clause 6.12), Table 2 (clause 6.13) and Table 3 (clause 6.14) will be increased on each of 1 July 2018, 1 July 2019 and 1 July 2020 as follows:

- (a) on 1 July 2018 the increase will be equal to the CPI for the 6 month period ending 31 March 2018 (being the total of CPI for the December 2017 and March 2018 quarters) but in no event will the increase be less than 1% or more than 1.25%;
- (b) on 1 July 2019 the amounts determined in accordance with paragraph (a) will be further increased by the CPI for the 12 month period ending 31 March 2019 but in no event will the increase be less than 2% or more than 2.5%; and
- (c) on 1 July 2020 the amounts determined in accordance with paragraph (b) will be further increased by the CPI for the 12 month period ending 31 March 2020 but in no event will the increase be less than 2% or more than 2.5%.

In this provision **CPI** means the percentage change in the Consumer Price Index published by the Australian Bureau of Statistics of the weighted average of eight capital cities (All Groups CPI) for the relevant period.

#### 6.15 TABLE 4: ESSENTIAL ENERGY FAR WEST ELECTRICITY SAFETY RULES ALLOWANCE

ELECTRICAL SAFETY RULES ALLOWANCE (per week)		
	1.7.16	1 January 2018
100%	\$120.00	\$120.00
80%	\$96.00	\$96.00
60%	\$72.00	\$72.00

#### 6.16 ELECTRICAL SAFETY RULES ALLOWANCE GUIDELINE

##### 6.16.1 Purpose

To ensure the Company outlines the application of the Electrical Safety Rules Allowance in accordance with the Essential Energy Conditions of Employment Agreement.

##### 6.16.2 Scope

This applies to employees who:

- are required to work in accordance with Essential Energy Electrical Safety Rules
- require a working knowledge and application of the Electrical Safety Rules to fulfil their role
- are required to maintain currency and competency in Electrical Safety Rules with training and assessment; and
- through the application of this guideline, are eligible for the Electrical Safety Rules Allowance.

##### 6.16.3 References

CEOP8030 Electrical Safety Rules

CEOP2061 High Voltage Live Line Work Operational Requirements

CEOF2000.15 HR: Employee Notification Form

##### 6.16.4 Definitions

For the purposes of this guide only:

**Electrical Trade** – the employee will hold an AQF III or above, qualification in either Systems Electrician, Powerline Worker, Cable Jointer (or their recognised equivalents) or Electrical Engineering qualification.

**Electrical Position** – is a position within Essential Energy's Infrastructure Operations or Engineering Services business units that is directly involved with the reticulation and supply of electricity and the employee is deemed an Authorised person, in accordance with CEOP8030. For the purpose of this guide only, this may include associated

positions that provide Technical Planning, Direction, Advice, Training or Supervision of those positions, and may be within other Business units.

**Employee** – a person who has permanent, temporary or casual employment with Essential Energy. It does not include persons who are engaged by a contract or provides a service to Essential Energy

**Trade Qualification** – the employee will hold an AQF III, or above, qualification in a Trade other than an Electrical Trade (see above) For example Plumber, Mechanic, Communications, Horticulture, Surveying or Engineering.

**Trade Position** – is a position within any of Essential Energy's business units that requires the employee to hold a Trade Qualification other than an Electrical Trade.

**CATT Certified** – means the employee is certified, and current, for Close Approach Tree Trimming (3 & 4) by an approved Organisation, and is required by Essential Energy to perform the work.

As defined in CEOP8030 – Electrical Safety Rules:

**Authorised** – means a person with technical knowledge or sufficient experience who has demonstrated competency and has been approved, in writing, by Essential Energy to carry out specific duties associated with the supply or use of electricity.

**Competent Assistant** – means a person who has, every twelve (12) months (six (6) months in Queensland), demonstrated the capabilities to rescue and resuscitate a person appropriate to the type of work being performed.

**Instructed Person** – means a person adequately advised or supervised by an authorised person to enable them to avoid the dangers electricity may create.

**Near** - means when there is a reasonable possibility of a person's body or any movable object that the person might be wearing, touching or carrying which is not designed for safe use on live conductors of the same or higher voltage, coming closer to a live exposed conductor than the minimum safe approach distances.

#### 6.16.5 Assessment Criteria

To determine the eligibility of a new position or a current employee for the Electrical Safety Rules Allowance, the following assessment must apply:

#### 6.16.6 100 Per Cent Allowance

To be eligible for this allowance, the employee must be appointed to an electrical position, holds an Electrical Trade qualification, during the previous twelve (12) months demonstrated competency in the relevant sections of the electrical safety rules and

- a) required to work on or near the electrical network as an Electrically Qualified and Authorised person in accordance with CEOP8030 - Electrical Safety Rules; or
- b) carry out Operating Work on the electrical network; or
- c) is authorised and required to enter zone substations alone for the purposes of work; or
- d) provide direct supervision at a task level to others performing work in the above criteria; or
- e) for the purpose of training, auditing, network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake the role.

#### 6.16.7 80 Per Cent Allowance

To be eligible for this allowance, the employee must be appointed to a trade position, hold the appropriate trade qualification, during the previous twelve (12) months demonstrated competency in the relevant sections of the electrical safety rules and

- a) work on or near the electrical network as an Authorised person in accordance with CEOP8030 - Electrical Safety Rules; or
- b) is nominated, and confirmed, by Infrastructure Operations or Engineering Services as a Competent Assistant for the purpose of attending an Electrically Qualified and Authorised Person as required; or
- c) is authorised and required to enter zone substations alone for the purposes of work; or
- d) for the purpose of training, auditing, network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake role.

- e) employed in the role of either a CATT Certificated Electrical Worker or as an Asset Inspector.

#### **6.16.8 60 Per Cent Allowance**

To be eligible for this allowance, the employee must be appointed in the role of Electricity Worker (or equivalent) during the previous twelve (12) months demonstrated competency in the relevant sections of the electrical safety rules and

- a) required to have and hold close approach for plant and equipment accreditation\*; or
- b) work on or near the electrical network as an Instructed Person in accordance with CEOP8030 – Electrical Safety Rules; or
- c) is nominated, and confirmed, by Infrastructure Operations or Engineering Services as a Competent Assistant for the purpose of attending an Electrically Qualified and Authorised Person as required; or
- d) is authorised and required to enter zone substations alone for the purposes of work; or
- e) for the purpose of network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake role.

\* NOTE: **Crane Plant Operators** that are designated and required to work to the safe approach distances for Live Line Work in accordance with CEOP2061 High Voltage Live Line Work Operational Requirements, shall receive the allowance Section 6 Clause 6.16.7 (80 per cent Allowance) at all times, whilst still designated.

#### **6.16.9 Qualifications**

- a) In the case where the employee does not hold an electrical qualification or trade qualification (as defined), the eligibility for the payment of the Electrical Safety Rules Allowance will be assessed under Section 6 Clause 6.16.8 (60 per cent Allowance).

Note: Where the employee is not appointed to the role of Electrical Worker (or equivalent), the assessment may occur under Section 6 Clause 6.16.8 (60 per cent Allowance).

- b) In the case where an employee holds an Electrical Qualification and is engaged in a role that does not require the use of the qualification (e.g. Meter Reader, Asset Inspector), but is occasionally utilised, and nominated, by Infrastructure Operations or Engineering Services to perform duties of an electrical position, they will be assessed under Section 6 Clause 6.16.10 (Secondments or Acting Duties).

#### **6.16.10 Secondments or Acting Duties**

Where an employee is required to work in a role that does receive the allowance, they will receive the allowance for the duration of the secondment or acting duties, on the basis that their Electrical Safety Rules training is current. If the secondment or acting occurs on a regular basis then it is recommended that the allowance be paid at all times, subject to being competent in the Electrical Safety Rules.

#### **6.16.11 Position Changes**

Where an employee changes his/her position within Essential Energy, an assessment of the position requirements in accordance with this procedure should be undertaken. Where the Electrical Safety Rules Allowance does not apply, any existing Electrical Safety Rules Allowance and payments to the employee must cease.

#### **6.16.12 Present Occupant Only or Present Employee**

Where an employee has been identified as being paid the Electrical Safety Rules Allowance in error or not in accordance with this procedure following the review in 2007 and the Allowance was frozen, this amount only applies to the present employee, not the role or position. Any other employee entering the role in the future will NOT be eligible for the allowance. If the present employee changes position the allowance will be re-assessed under Section 6 Clause 6.16.11 (Position Changes).

#### **6.16.13 Approval Process**

Where it is established an employee may be eligible for the Electrical Safety Rules Allowance, an Employee Notification Form must be submitted to the business unit General Manager or Regional Manager for endorsement and then forwarded to the Manager Employee Relations or his delegate for final approval.

#### **6.16.14 Authorities and Responsibilities**

**Regional Managers and General Managers** have the authority and responsibility for:

- endorsing applications for the Electrical Safety Rules Allowance.
- ensuring that all managers; and employees understand their responsibilities under this procedure

**Manager Employee Relations** has the authority and responsibility for:

- monitoring compliance with this procedure and
- approve or reject applications for the Electrical Safety Rules Allowance.
- recording eligibility for Electrical Safety Rules Allowance against positions, and,
- ensuring human resources information systems are updated and accurate.

**Manager Technical Training** has the authority and responsibility for:

- providing training and testing in the Electrical Safety Rules; and
- providing timely and accurate training records to Employee Relations and/or Human Resources.

## **SECTION 7 – CLASSIFICATIONS FOR PURPOSES OF COVERAGE**

- Administration Officer up to & including Level 23
- Divisional Assistant up to & including Level 4
- Zone Substation Electrical Technician up to & including Level 8
- Zone Substation Senior Electrical Technician up to & including Level 12
- Zone Substation Specialist Electrical Technician up to & including Level 16
- Trainee Technical Officer up to & including Level 3
- Technical Officer up to & including Level 16
- Apprentice & Trainee up to & including Level 4
- Asset Inspector up to & including Level 4
- Powerline Worker up to & including Level 9
- Cable Jointer up to & including Level 5
- Electrical Technician up to & including Level 8
- Crew Coordinator Depot Grade A to D up to & including Level 5
- Crew Supervisor Depot Grade E up to & including Level 3
- Resource Supervisor Depot Grade D up to & including Level 3
- Resource Supervisor Depot Grade A, B, C up to & including Level 3
- Senior Resource Supervisor up to & including Level 4
- Works Supervisor up to & including Level 3
- Dual Qualified Electrical Technician & Powerline Worker up to & including Level 6
- Ancillary Trade up to & including Level 4
- Electrical Worker up to & including Level 6
- Workplace Trainer & Assessor up to & including Level 7
- Managers & Specialist up to & including Level 4 (excluding Human Resource Managers)
- Cadet Engineer, Graduate Engineer, Professional Engineers & Engineering Managers up to & including Level 12

## **SECTION 8 - AGREED VARIED CONDITIONS FOR PARTICULAR CLASSIFICATIONS**

### **8.1 APPLICATION**

Schedules contained in this section of the Agreement contain terms and conditions relevant to those employees classified in the following categories:

- Divisional Assistants
- Managers & Specialists
- Technical Training Services / Operations (Workplace Trainer & Assessor)

These Schedules shall be read and interpreted wholly in conjunction with the terms and conditions of this Agreement, provided that where there is any inconsistency between these Schedules and the terms and conditions of this Agreement, these Schedules shall take precedence to the extent of the inconsistency.

All other conditions of employment will be as per the terms and conditions of this Agreement unless specifically covered by these Schedules.

### **8.2 SCHEDULE 1 – DIVISIONAL ASSISTANTS**

#### **8.2.1 Hours of Work & Additional Loading**

Divisional Assistant positions are required to be available to serve the requirements of their manager in accordance with business hours on a 10-day fortnight arrangement Monday to Friday.

Employees covered by this Schedule shall be paid the appropriate salary according to their appointed position set out in the Progression Guidelines with an additional 11 per cent which shall be superable to compensate for working a 10-day fortnight and recognition that the position works a minimum of forty (40) hours a week.

Where additional hours are worked, they shall be recorded on the payroll/personnel system and, where approved, paid at the appropriate overtime rates.

### **8.3 SCHEDULE 2 - MANAGERS & SPECIALISTS**

#### **8.3.1 Hours of Work & Additional Loading**

Employees under this Schedule shall devote their attention, time and skill during normal business hours, and at other times as necessary, to fulfil the requirements of their duties. The nominal hours of work will be seventy-two (72) hours, to be performed over a 10-day fortnight, worked Monday to Friday, unless otherwise agreed.

Employees shall be remunerated at the appropriate rate of pay for their classification plus any relevant allowance that is required for the employee to perform their role. An additional eleven per cent (11%) is paid in addition to the appropriate evaluated rate of pay in return for a forty (40) hour week and working a 10-day fortnight where required by Essential Energy.

#### **8.3.2 Overtime**

The normal overtime provisions of this Agreement do not apply to employees under this schedule. It is not the intent to have employees under this Schedule work excessive hours. Employees who find they are working excessive hours have the ability with the agreement of their manager to enter into an arrangement to have those excessive hours recognised in the following manner;

- a) pay those hours at the ordinary single rate of pay, or
  - b) to grant time-in-lieu for the actual hours worked
- Such agreement will not to be unreasonably withheld.

#### **8.3.3 Professional Indemnity**

Provided that the Employee acts honestly, diligently and in good faith, the Employee shall not suffer any loss or damage of any kind by reason of any liability incurred by the Employer as a result of the conduct of the Employee

and the Employer shall hold the Employee harmless and indemnify the Employee against any loss, claim, and cause of action of any kind arising out of or in the course of employment.

#### **8.3.4 Inventions**

- a) The Employee agrees that any discovery, invention, developmental process or technique made by the Employee during the course of employment and which in any way affects or relates to the business of the Employer shall be disclosed by the Employee to the Employer and shall be the absolute property of the Employer.
- b) The Employee further agrees, in respect of any such discovery, invention, developmental process or technique, that the Employee will do all necessary things to ensure that the Employer obtains the necessary protection through letters, patent, trade mark or other similar protection.
- c) The Employee grants the Employer consent to do or admit to do any act which would otherwise infringe the Employee's moral rights under the Copyright Act 1968 (Commonwealth) in relation to all copyright works the Employee makes in the course of the Employee's employment.

### **8.4 SCHEDULE 3 – TECHNICAL TRAINING SERVICES/OPERATIONS (WORKPLACE TRAINER & ASSESSOR)**

#### **8.4.1 Hours of Work**

Employees classified in accordance with the Workplace Trainer and Assessor (Technical Trainings / Operations) are remunerated for working a ten (10) day / seventy-two (72) hour fortnight.

## **SECTION 9 – PROGRESSION GUIDELINES**

### **9.1 PROGRESSION GUIDELINES**

All new and existing positions in Essential Energy other than those within the Engineering & Professional officers' classification stream will be developed and aligned with the Australian Qualifications Framework (AQF) in order to determine an appropriate qualification or training outcome for each position. Consultation will take place with the relevant hiring managers and/or the incumbent in relation to the functions and objectives of the position.

If the AQF outcome of a position is disputed a panel consisting of the incumbent, their supervisor, an Employee Relations representative and a union official will meet to consider and review the evaluation.

#### **9.1.1 Appointments**

- (i) All appointments will be made at the entry level for the classification established for the position.
- (ii) All new appointments should hold a relevant qualification for the position.
- (iii) If an appointment is made where the employee does not hold the relevant qualification, they will remain at the entry level until such time as they achieve the required qualification.
- (iv) Where an appointment has been made to a position which spans two classification bands the appointment will be made at the entry level of the lower classification band.
- (v) Where an appointment has been made without the required qualification, the employee will be provided the opportunity to complete the qualification and be provided with study assistance as per the relevant Essential Energy policy.
- (vi) Appointments may be made above the entry level classification for an applicable role within the appropriate evaluated band subject to approval by executive level management.

#### **9.1.2 Progression**

- (i) Progression within the evaluated classification band shall be based on documented satisfactory performance review on an annual basis.
- (ii) Where the evaluated classification of a position spans more than one classification band, progression to the higher classification band will only occur where the employee obtains the higher relevant qualification.
- (iii) Where an employee is required to undertake training relevant to the attainment of AQF qualifications for the appointed position, training will be undertaken in the employees' own time unless otherwise agreed.

- (vii) Where an employee is required to obtain a qualification or relevant training outcome in relation to their current role Essential Energy will provide that opportunity in accordance with the study assistance policy. If the employee does not satisfactorily complete the qualification or relevant training outcome progression will not be available.
- (viii) Managers/Team Leaders are required to conduct annual performance reviews with all direct reports and are encouraged to provide six (6) monthly documented reviews with regard to progress. Employees are required to participate in the performance review process.

## 9.2 PROGRESSION ARRANGEMENTS

### 9.2.1 ADMINISTRATION OFFICER

ADMINISTRATION OFFICER		
AQF II Level	Pay Point	Requirements
1	8	• Entry level
2	10	• 12 months satisfactory performance at Level 1
3	12	• 12 months satisfactory performance at Level 2
3.1	13	• 12 months satisfactory performance at Level 3
AQF III Level	Pay Point	Requirements
4	14	• Appropriate AQF III qualification
5	16	• 12 months satisfactory performance Level 4
6	19	• 12 months satisfactory performance at Level 5
7	22	• 12 months satisfactory performance at Level 6
AQF IV Level	Pay Point	Requirements
8	25	• Appropriate AQF IV qualification
9	26	• 12 months satisfactory performance at Level 8
10	27	• 12 months satisfactory performance at Level 9
11	28	• 12 months satisfactory performance at Level 10
AQF V Level	Pay Point	Requirements
12	29	• Appropriate Diploma qualification
13	30	• 12 months satisfactory performance at Level 12
14	31	• 12 months satisfactory performance at Level 13
15	32	• 12 months satisfactory performance at Level 14
16	33	• Appropriate Advanced Diploma qualification
17	34	• 12 months satisfactory performance at Level 16
18	35	• 12 months satisfactory performance at Level 17
19	36	• 12 months satisfactory performance at Level 18
Degree Level	Pay Point	Requirements
20	37	• Appropriate Degree qualification
21	38	• 12 months satisfactory performance at Level 20
22	39	• 12 months satisfactory performance at Level 21
23	40	• 12 months satisfactory performance at Level 22



## 9.2.2 DIVISIONAL ASSISTANTS

DIVISIONAL ASSISTANTS		
Level	Pay Point	Requirements
1	29	<ul style="list-style-type: none"> <li>Diploma Qualifications</li> <li>Entry Level – by appointment only</li> </ul>
2	30	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	31	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	32	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
<p><u>Notes:</u></p> <p>Employees classified as Divisional Assistants shall receive an additional 11 per cent loading. This loading is payable for superannuation purposes and compensates Divisional Assistants for working a ten (10) day fortnight/forty (40) hours a week.</p>		

## 9.2.3 ZONE SUBSTATION ELECTRICAL TECHNICIAN

ZONE SUBSTATION ELECTRICAL TECHNICIAN (AQF III/IV)		
Level	Pay Point	Requirements
1	14	<ul style="list-style-type: none"> <li>Appropriate AQF III Qualifications</li> <li>Entry Level</li> <li>Zone Substation Appointment</li> </ul>
2	17	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	22	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	24	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
5	25	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4</li> </ul>
6	26	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 5</li> </ul>
7	27	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 6</li> </ul>
8	28	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 7</li> </ul>
<p><u>Notes:</u></p> <ul style="list-style-type: none"> <li>Apprentices who complete their trade in the Electricity Supply industry will commence at Level 2.</li> <li>For employees to progress from Level 5 through to Level 8 it is expected that they are achieving acceptable progress towards attaining an appropriate AQF IV qualification.</li> </ul>		
ZONE SUBSTATION SENIOR ELECTRICAL TECHNICIAN (AQF V)		
Level	Pay Point	Requirements
9	29	<ul style="list-style-type: none"> <li>By appointment only **</li> <li>Appropriate AQF IV &amp; V Qualifications</li> <li>Entry level</li> </ul>
10	30	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 9</li> </ul>
11	31	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 10</li> </ul>
12	32	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 11</li> </ul>
<p><u>Notes:</u></p> <ul style="list-style-type: none"> <li>Employees employed as Zone Substation Electrical Technicians prior to 8 July 2009 can progress through to Level 10 and no further without an AQF V Qualification as a present occupant only.</li> </ul> <p>** Employees employed as Zone Substation Electrical Technicians prior to 8 July 2009 who gain an appropriate AQF V qualification can progress to Level 12.</p>		

ZONE SUBSTATION SPECIALIST ELECTRICAL TECHNICIAN (AQF VI)		
Level	Pay Point	Requirements
13	33	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate AQF IV, V &amp; VI Qualifications</li> <li>Entry Level</li> </ul>
14	34	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 13</li> </ul>
15	35	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 14</li> </ul>
16	36	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 15</li> </ul>

#### 9.2.4 TRAINEE TECHNICAL OFFICER

TRAINEE TECHNICAL OFFICER GRADE		
Level	Pay Point	Requirements
1	22	<ul style="list-style-type: none"> <li>Appropriate AQF III qualification</li> </ul>
2	23	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	24	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
<p><u>Notes:</u></p> <p>The purpose of these classifications is to allow employees to apply for positions that require AQF IV qualifications within the Technical Officer stream.</p> <p>After successful completion of the AQF IV qualification, subject to satisfactory performance, the employee will progress to Technical Officer Grade 1.</p>		

#### 9.2.5 TECHNICAL OFFICER

TECHNICAL OFFICER (AQF IV)		
Level	Pay Point	Requirements
1	25	<ul style="list-style-type: none"> <li>Appropriate AQF IV Qualifications</li> </ul>
2	26	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	27	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	28	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
TECHNICAL OFFICER (AQF V)		
Level	Pay point	Requirements
5	29	<ul style="list-style-type: none"> <li>Appropriate AQF V qualification</li> </ul>
6	30	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 5</li> </ul>
7	31	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 6</li> </ul>
8	32	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 7</li> </ul>
TECHNICAL OFFICER (AQF VI)		
Level	Pay Point	Requirements
9	33	<ul style="list-style-type: none"> <li>Appropriate AQF VI Qualification</li> </ul>
10	34	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 9</li> </ul>
11	35	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 10</li> </ul>

TECHNICAL OFFICER (AQF IV)		
12	36	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 11</li> </ul>
TECHNICAL OFFICER (Degree/Technical Management)		
Level	Pay Point	Requirements
13	37	<ul style="list-style-type: none"> <li>Appropriate Degree qualification</li> </ul>
14	38	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 13</li> </ul>
15	39	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 14</li> </ul>
16	40	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 15</li> </ul>

## 9.2.6 APPRENTICES & TRAINEES

APPRENTICES & TRAINEES (Trades & Vocations)		
Level	Pay Point	Requirements
1	1	<ul style="list-style-type: none"> <li>Appointment to a designated apprenticeship or traineeship</li> </ul>
2	2	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1 &amp; successful completion of coursework requirements</li> </ul>
3	3	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2 &amp; successful completion of coursework requirements</li> </ul>
4	4	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3 &amp; successful completion of coursework requirements</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>An apprentice who turns 21 years of age during the course of their apprenticeship will be regraded to Level 4 (pay point 4) effective from the date of their 21<sup>st</sup> birthday and will remain on this grade for the duration of their apprenticeship.</li> <li>There is no guarantee of ongoing employment on completion of an apprenticeship.</li> </ul>		

## 9.2.7 ASSET INSPECTOR

ASSET INSPECTOR		
Level	Pay Point	Requirements
1	10	<ul style="list-style-type: none"> <li>Trainee Asset Inspector</li> </ul>
2	11	<ul style="list-style-type: none"> <li>6 months satisfactory performance &amp; completion of training at Level 1</li> <li>Entry point for qualified Asset Inspector</li> </ul>
3	13	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2 or</li> <li>6 months at level 1 and then 6 months at Level 2</li> </ul>
4	15	<ul style="list-style-type: none"> <li>24 months satisfactory performance at Level 3</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>Asset inspectors (employed with Essential Energy prior to 1 July 2011) who are qualified Powerline Workers will retain their current grade whilst they remain in their current role.</li> </ul>		

## 9.2.8 POWERLINE WORKER

POWERLINE WORKER		
Level	Pay Point	Requirements
1	11	<ul style="list-style-type: none"> <li>An appointed Adult Apprentice remains at this grade until completion of apprenticeship</li> </ul>
2	14	<ul style="list-style-type: none"> <li>Entry point Qualified PLW</li> </ul>
3	15	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	17	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
5	19	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4</li> </ul>
6	20	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4 or 5</li> <li>Live Line Stick Competency plus related course of studies</li> </ul>
7	21	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4 or 5</li> <li>Live Line Glove &amp; Barrier Competency plus related course of studies</li> </ul>
8	23	<ul style="list-style-type: none"> <li>2 years satisfactory performance at Level 7</li> </ul>
9	24	<ul style="list-style-type: none"> <li>3 years satisfactory performance at Level 8</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>An Adult Apprentice is an employee who is 21 years of age or more at the time of commencing an apprenticeship.</li> <li>Progression beyond Level 5 is by appointment to Live Line Positions as required.</li> <li>Live Line Stick and/or Live Line Glove &amp; Barrier training only provided to employees at or beyond Level 4. In circumstances where this is not possible, Level 3 is absolute minimum requirement.</li> <li>Progression to Level 6 possible after acquiring only Live Line Stick competency.</li> <li>Progression to Level 7 possible after acquiring both Live Line Stick and Live Line Glove and Barrier competency.</li> <li>To remain at Level 6 &amp; above requires the employee to maintain their competence through annual assessment &amp; continued Live Line duties. Failure/refusal to do so will result in a regrade to Level 5.</li> </ul>		

## 9.2.9 CABLE JOINTER

CABLE JOINTER		
Level	Pay Point	Requirements
1	11	<ul style="list-style-type: none"> <li>An appointed adult apprentice remains at this grade until completion of apprenticeship</li> </ul>
2	14	<ul style="list-style-type: none"> <li>Entry point Qualified Cable Jointer</li> <li>Appropriate AQF III Qualification</li> </ul>
3	15	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	17	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
5	19	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>All cable jointers are required to work at heights</li> </ul>		

## 9.2.10 ELECTRICAL TECHNICIAN

ELECTRICAL TECHNICIAN		
Level	Pay Point	Requirements
1	14	<ul style="list-style-type: none"> <li>Appropriate AQF III Qualification</li> <li>Qualified Supervisors Certificate</li> </ul>
2	15	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	17	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	19	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
5	22	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4</li> </ul>
6	23	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 5</li> </ul>
7	24	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 6</li> </ul>
8	25	<ul style="list-style-type: none"> <li>5 years satisfactory performance at Level 7</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>A Qualified Supervisors Certificate must be obtained and maintained in all levels.</li> </ul>		

## 9.2.11 NETWORK OPERATIONS SUPERVISORS & COORDINATORS

CREW COORDINATOR DEPOT GRADE A to D		
Level	Pay Point	Requirements
1	20	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate AQF III Qualification</li> </ul>
2	21	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	22	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	23	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
5	24	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>Annual progression is subject to meeting agreed performance outcomes</li> <li>Crew Coordinators receive a crew coordinator allowance in addition to the above rates.</li> </ul>		

CREW SUPERVISOR DEPOT GRADE E		
Level	Pay Point	Requirements
1	24	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate AQF III Qualification</li> </ul>
2	25	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	26	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>Annual progression is subject to meeting agreed performance outcomes</li> </ul>		

RESOURCE SUPERVISOR DEPOT GRADE D		
Level	Pay Point	Requirements
1	27	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate AQF IV Qualification **</li> </ul>
2	28	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	29	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>Annual progression is subject to meeting agreed performance outcomes</li> </ul> ** Progression available to Resource Supervisors is based on adherence to the Pay Scale & Progression Guidelines Page 5 of the Infrastructure Operations Field Restructure Implementation document April 2010.		

RESOURCE SUPERVISOR DEPOT GRADE A, B, C		
Level	Pay Point	Requirements
1	30	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate AQF V Qualification **</li> </ul>
2	31	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	32	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>Annual progression is subject to meeting agreed performance outcomes</li> </ul> ** Progression available to Resource Supervisors is based on adherence to the Pay Scale & Progression Guidelines Page 5 of the Infrastructure Operations Field Restructure Implementation document April 2010.		

SENIOR RESOURCE SUPERVISOR		
Level	Pay Point	Requirements
1	33	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate AQF VI Qualification**</li> </ul>
2	34	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	35	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	36	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Additional qualifications are required as determined to meet business needs</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>Annual progression is subject to meeting agreed performance outcomes</li> </ul> ** Progression available to Resource Supervisors is based on adherence to the Pay Scale & Progression Guidelines Page 5 of the Infrastructure Operations Field Restructure Implementation document April 2010.		

WORKS SUPERVISOR		
Level	Pay Point	Requirements
1	30	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate AQF V Qualification **</li> </ul>
2	31	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	32	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
<p><u>Notes:</u></p> <ul style="list-style-type: none"> <li>Annual progression is subject to meeting agreed performance outcomes</li> </ul> <p>** Progression available to Works Supervisors is based on adherence to the Pay Scale &amp; Progression Guidelines Page 5 of the Infrastructure Operations Field Restructure Implementation document April 2010.</p>		

#### 9.2.12 DUAL QUALIFIED: ELECTRICAL TECHNICIAN & POWERLINE WORKER

DUAL QUALIFIED - ELECTRICAL TECHNICIAN & POWER LINEWORKER		
Level	Pay Point	Requirements
1	18	<ul style="list-style-type: none"> <li>By appointment only</li> <li>AQF III Qualifications in ESI Powerline Worker &amp; ESI Electro-technology Electrician (or equivalent)</li> <li>Qualified Supervisors Certificate</li> </ul>
2	20	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	22	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	24	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
5	25	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4 **</li> </ul>
6	28	<ul style="list-style-type: none"> <li>Incumbents only – no further appointments</li> </ul>
<p><u>Notes:</u></p> <ul style="list-style-type: none"> <li>Dual Qualified is an appointed position.</li> <li>To be appointed as Dual Qualified requires the employee to hold and maintain a current Qualified Supervisors Certificate.</li> <li>Employees who are Dual Qualified must acquire and maintain agreed competencies applicable to the relevant Powerline Worker or Electrical Technician level.</li> <li>To be appointed as Dual Qualified, a substantial part of the employee's duties must include and maintain Electrical Technician and Powerline Worker responsibilities and tasks.</li> <li>Dual Qualified appointments made with regard to duties/tasks performed whilst On Call will be reviewed if participation on the On Call roster voluntarily ceases.</li> </ul> <p>** Applicable only from the commencement of this Agreement</p>		

### 9.2.13 ANCILLARY TRADE

ANCILLARY TRADE		
Level	Pay Point	Requirements
1	14	<ul style="list-style-type: none"> <li>Appropriate AQF III qualification</li> </ul>
2	15	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	17	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> </ul>
4	19	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>Ancillary trade covers all non Electrical AQF III trades e.g. Arborists, Plumbers, Painters, Motor Mechanics, Mechanical Fitters, and Carpenters</li> </ul>		

### 9.2.14 ELECTRICAL WORKER

ELECTRICAL WORKER		
Level	Pay Point	Requirements
1	9	<ul style="list-style-type: none"> <li>Relevant skill set at AQF II level</li> <li>Entry Level - except for industry experienced and licensed Plant Operator (Crane Borer/Lifter only)</li> </ul>
2	10	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 1</li> </ul>
3	11	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2</li> <li>Entry level for industry experienced and licensed Plant operator (Crane Borer/Lifter only)</li> </ul>
4	12	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3</li> <li>Be employed in one of the following specific roles: Meter Reader/Plant Operator/Stores/Logistics/Vegetation Management</li> <li>Competent Field Assistant</li> </ul>
5	14	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4.</li> <li>Be employed in one of the following specific roles:</li> <li>Appointed dedicated Plant Operator, Vegetation Management or Stores/Logistics</li> </ul>
6	15	<ul style="list-style-type: none"> <li>Be employed as a Plant Operator (HV Live Line)</li> <li>Vegetation management.</li> <li>12 months satisfactory performance at Level 5, with at least 2 years satisfactory performance as a nominated Plant Operator for a live line team/s.</li> </ul>
<b>Notes:</b> <ul style="list-style-type: none"> <li>Appointed Plant Operator is defined as an employee who is specifically employed to regularly use and is certified for the operation of a Crane Borer/Lifter, or a Mobile Crane with over 10 Tonnes Lifting Capacity.</li> </ul>		



## 9.2.15 WORKPLACE TRAINER & ASSESSOR (TECHNICAL TRAINING SERVICES/OPERATIONS)

WORKPLACE TRAINER & ASSESSOR		
Level	Pay Point	Requirements
1	34	<ul style="list-style-type: none"> <li>Entry Level for employee without T&amp;A Qualification</li> </ul>
2	35	<ul style="list-style-type: none"> <li>Completion of T&amp;A Qualification</li> <li>12 months at Level 1 with satisfactory performance based on an Annual Performance Review</li> <li>Specified progression criteria achieved</li> </ul>
3	36	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 2 based on an Annual Performance Review</li> <li>Specified progression criteria achieved</li> </ul>
4	37	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 3 based on an Annual Performance Review</li> <li>Specified progression criteria achieved</li> </ul>
5	38	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 4 based on an Annual Performance Review</li> <li>Specified progression criteria achieved</li> </ul>
6	39	<ul style="list-style-type: none"> <li>By appointment only to a designated position and job evaluation</li> <li>Specified progression criteria achieved</li> </ul>
7	40	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 5 based on an Annual Performance Review</li> <li>Specified progression criteria achieved</li> </ul>

### Notes:

#### Specific Progression Criteria

Progression is available to all Workplace Trainers (Technical Training Services/Operations) from Level 1 to Level 5. However, all progression will be dependent on the successful completion of the following criteria.

**Level 1** will be the commencing rate for all Workplace Trainers without a current Certificate IV in Training & Assessment and at least one (1) years full time experience in training delivery and conducting assessments. Essential Energy's salary maintenance policies may over ride this provision.

**Progression from Level 1 to Level 2** will take place after the successful completion of the following criteria:

- A minimum of one year at the Grade 1 range of pay
- Completion of a current Certificate IV in Training and Assessment
- Satisfactory completion of one evaluation of their training delivery performance for agreed sessions after achieving the above Certificate IV qualification. The assessment is to be based on the performance criteria set in Essential Energy's Registered Training Organisation Manual CEM7084
- Satisfactory completion of one evaluation of their conduct of competency Assessments. The assessment is to be based on the performance criteria set out in Essential Energy's Registered Training Organisation Manual CEM7084
- Achieving an average course participant rating of 85 per cent during either of the Training/Assessment evaluations conducted by the employee based on the Essential Energy Training and Assessment "Customer Feedback Form" CEF6226
- A satisfactory annual performance review in accordance with Essential Energy's performance review process.

**Progression from Level 2 to Level 3** will take place after the successful completion of the following criteria:

- A minimum of one year at the Grade 2 rate of pay
- Satisfactory completion of one evaluation of their training delivery performance for agreed sessions after achieving the above Certificate IV qualification. The assessment is to be based on the performance criteria set in Essential Energy's Registered Training Organisation Manual CEM7084
- Satisfactory completion of one evaluation of their conduct of competency Assessments. The assessment is to be based on the performance criteria set out in Essential Energy's Registered Training Organisation Manual CEM7084
- Achieving an average course participant rating of 85 per cent during either of the Training/Assessment evaluations conducted by the employee based on the Essential Energy Training and Assessment "Customer Feedback Form" CEF6226
- A satisfactory annual performance review in accordance with Essential energy's performance review process.

**Progression from Level 3 to Level 4** will take place after the successful completion of the following criteria:

- A minimum of one year at the Level 3 rate of pay.
- A satisfactory annual performance review in accordance with Essential Energy's performance review process.
- Completion of a Certificate IV in Frontline Management (optional).
- Maintaining an annual average course participant rating of 85 per cent for 75 per cent of all training and assessment courses delivered by the employee based on the Essential Energy Training and Assessment "Customer Feedback Form" CEF6226.

**Progression from Level 4 to Level 5** will take place after the successful completion of the following criteria:

- A minimum of one year at the Level 4 rate of pay.
- A satisfactory annual performance review in accordance with Essential Energy's performance review process.
- Completion of a Certificate IV in OH&S or two Units of competency for a Diploma Qualification from the Training and Assessment Training Package (optional).
- Maintaining an annual average course participant rating of 85 per cent for 75 per cent of all training and assessment courses delivered by the employee based on the Essential Energy Training and Assessment "Customer Feedback Form" CEF6226. In addition, the customer feedback to include that of at least two Regional Managers, two Area Manager's and two Team Leaders responsible for employees that have been trained and/ or assessed by the Trainer.

In the event of any of the applicable criteria for progression through to Level 5 not being met a Workplace Trainer will retain their existing Level until such criteria have been met, other than where matters that are the responsibility of Essential Energy have not been undertaken.

***Level 6 through to Level 7 will be by appointment to a designated position and a job evaluation. Appointees to positions at these Levels will be expected to have completed or substantially completed a Diploma of Management or Training and Assessment or equivalent and will progress through to Level 7 based on the following criteria.***

**Progression from Level 6 to Level 7** will take place after the successful completion of the following criteria:

- A minimum of one year at the Level 6 rate of pay.
- Completion of the current Certificate IV in Frontline Management or completion of Essential Energy Team Leader Development Program or completion of the current Diploma of Training and Assessment or equivalent recognised under the Australian Qualification Framework (optional).
- A satisfactory annual performance review in accordance with Essential Energy's performance review process.

### **Progression for "Learning Resource Developers"**

Progression from Level 6 to Level 7 will be by appointment to a designated position. Entry level appointees for Learning Resource Developer at Level 6 will be required to enrol in the Associate Degree in Vocational Education and Training.

**Progression to Level 7** requires a minimum of 12 months satisfactory performance at Level 6 and completion of 3 initial units of the prescribed course.

## 9.2.16 MANAGERS & SPECIALISTS

MANAGERS & SPECIALISTS (BAND 1)		
Level	Pay Point	Requirements
1	37	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Relevant degree qualification or equivalent</li> </ul>
2	38	<ul style="list-style-type: none"> <li>Progression will be determined by achievement of agreed key result areas/targets as per the terms of an individual performance agreement</li> </ul>
3	39	<ul style="list-style-type: none"> <li>Progression will be determined by achievement of agreed key result areas/targets as per the terms of an individual performance agreement</li> </ul>
4	40	<ul style="list-style-type: none"> <li>Progression will be determined by achievement of agreed key result areas/targets as per the terms of an individual performance agreement</li> </ul>

## 9.2.17 CADET, GRADUATE, PROFESSIONAL ENGINEERS & ENGINEERING MANAGERS

CADET ENGINEER		
Level	Pay Point	Requirements
1	C1	<ul style="list-style-type: none"> <li>Undertaking appropriate Degree qualification through cadet program</li> </ul>
2	C2	<ul style="list-style-type: none"> <li>Undertaking appropriate Degree qualification through cadet program</li> <li>12 months satisfactory performance at Level 1</li> </ul>
3	C3	<ul style="list-style-type: none"> <li>Undertaking appropriate Degree qualification through cadet program</li> <li>12 months satisfactory performance at Level 2</li> </ul>
4	4	<ul style="list-style-type: none"> <li>Undertaking appropriate Degree qualification through cadet program</li> <li>12 months satisfactory performance at Level 3</li> <li>12 months work placement commenced</li> </ul>
5	5	<ul style="list-style-type: none"> <li>Undertaking final year of Degree qualification through cadet program</li> <li>12 months satisfactory performance at Level 4</li> </ul>
PROFESSIONAL ENGINEER – Band 1		
6	23	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate Degree qualification</li> <li>Participation in graduate engineering program</li> </ul>
7	26	<ul style="list-style-type: none"> <li>Entry point for person having completed 5 year cadet program</li> <li>12 months satisfactory performance at Level 6</li> <li>Participation in graduate engineering program</li> </ul>
8	30	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 7</li> <li>Participation in graduate engineering program</li> </ul>
9	33	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 8; or</li> <li>At least 3 years relevant industry experience post graduate</li> </ul>
10	36	<ul style="list-style-type: none"> <li>12 months satisfactory performance at Level 9</li> </ul>
PROFESSIONAL ENGINEER – Band 2		
11	38	<ul style="list-style-type: none"> <li>By appointment only</li> <li>Appropriate Degree qualification</li> </ul>
12	40	<ul style="list-style-type: none"> <li>Appropriate Degree qualification</li> <li>24 months satisfactory performance at Level 11 &amp; agreed performance outcomes</li> </ul>

## SECTION 10 – REDUNDANCY

### (1) *Introduction*

- (a) This Clause (SECTION 10 – REDUNDANCY) does not apply to employees named in SECTION 11 of this Agreement. The redundancy provisions of SECTION 11 apply to those employees named in SECTION 11.
- (b) Essential Energy is committed to achieving continuous improvement in the performance of its business. From time to time this may include restructuring Essential Energy or changing how work is performed. Through this process, it may be determined that a role is no longer required.
- (c) Essential Energy understands that restructures and redundancies can be a difficult time for our employees. This clause has been developed to ensure that our employees are supported through this challenging period by providing clarity on the options available to impacted employees and ensuring there is a clear and consistent process which is followed.
- (d) Essential Energy at its discretion, after thoroughly analysing all the circumstances, will decide if a role becomes redundant. If this occurs, the impacted employee will become an Excess Employee.
- (e) These redundancy provisions do not apply to employees on a contract, temporary or casual employees, apprentices, trainees or employees with less than 12 months continuous service.

### (2) *Redundancy Payments*

- (a) Essential Energy will seek to find a suitable alternative position for an Excess Employee, however if one is not immediately available at the date the employee is formally advised that their role has been made redundant (the **Notification Date**), the employee will receive 26 weeks' notice of the final date of employment (the **Termination Date**). Immediately following the Notification Date, the Excess Employee will have four weeks to choose between two courses of action:
  - (i) Accept an early redundancy offer (**Early Redundancy Election**) and leave Essential Energy within four weeks (unless otherwise agreed by Essential Energy) of making the Early Redundancy Election. If this offer is accepted, the Excess Employee will be paid:
    - (A) 20 weeks additional severance payment, plus
    - (B) payments as follows (the total of which is capped at 52 weeks' pay):
      - 8 weeks early acceptance payment, plus
      - applicable notice payment in lieu, plus
      - 2 weeks per completed year of service;plus
    - (C) accrued leave entitlements.

(the **Early Redundancy Payment**)
  - (ii) Decline to accept the Early Redundancy Election and enter a 26 week retention period (Retention Period) to seek redeployment if possible. If an Excess Employee declines the offer of Early Redundancy and is not redeployed at the conclusion of the Retention Period, their employment will end on the Termination Date and they will receive a severance payment as follows:
    - (A) The amount of the redundancy pay will be the following at the employee's Relevant Weekly Rate of Pay:
      - (i) employees with at least 1 year of service but less than 2 years will receive 4 weeks' pay;
      - (ii) employees with at least 2 years of service but less than 3 years will receive 7 weeks' pay;

- (iii) employees with at least 3 years of service but less than 4 years will receive 8 weeks' pay;
- (iv) employees with at least 4 years of service but less than 5 years will receive 9 weeks' pay;
- (v) employees with at least five or more years' service will receive two weeks' pay for every completed year of service (up to capped amount).

Such payment will be capped at 44 weeks' pay.

(B) accrued leave entitlements.

**(the Involuntary Redundancy Payment)**

If an Excess Employee fails to notify Essential Energy of a course of action within the nominated four week timeframe, this will be taken as the employee having decided to decline Early Redundancy Election and pursue redeployment.

- (b) The 8 weeks early acceptance payment in (2)(a)(i)(B) is only available once to Excess Employees. That is, if the Excess Employee fails to accept the Early Redundancy Election immediately following the Notification Date then the Early Redundancy Payment will not be included in any future redundancy payments should the Excess Employee later apply for a Voluntary Redundancy.
- (c) If approved by Essential Energy, after rejecting the offer of Early Redundancy Election, an Excess Employee can exit Essential Energy at any time during the Retention Period prior to the Termination Date. If this occurs, the Excess Employee will receive:
  - (i) Relevant Weekly Rate of Pay for the remainder of the Retention Period (being the period from the last day of employment to the Termination Date) paid in lieu;
  - (ii) 2 weeks per completed year of service capped at an overall total of 44 weeks' pay (which represents 52 weeks less the 8 weeks early acceptance payment which has been foregone), plus
  - (iii) accrued leave entitlements.
- (d) For the purposes of this subclause and others in clause 10.1:
  - (i) "Relevant Weekly Rate of Pay" means the Excess Employee's rate of pay (see Section 6 Clause 6.12 Table 1: Essential Energy Rates of Pay) at the Notification Date, and in addition any applicable all-purpose wage-related allowances including, but not limited to, the Electrical Safety Rules Allowance; and
  - (ii) "Weeks" in relation to the calculation of any redundancy payment means the Relevant Weekly Rate of Pay

**(3) Expression of Interest in Voluntary Redundancy**

- (a) Any employee can submit an expression of interest at any time in voluntary redundancy. The acceptance of this application is solely at the discretion of Essential Energy and is subject to relevant tax rulings. If Essential Energy determines the role is excess to requirements and accepts an employee's expression of interest in voluntary redundancy and a relevant tax ruling is in place:
    - (i) the employee's employment will terminate within 4 weeks of Essential Energy's acceptance of the expression of interest unless otherwise determined by Essential Energy at its sole discretion; and
    - (ii) the employee will be entitled to the following payment:
      - (A) 20 weeks additional severance payment, plus
      - (B) payments as follows (the total of which is capped at 52 weeks' pay):
        - 8 weeks early acceptance payment, plus
        - applicable notice payment in lieu, plus
        - 2 weeks per completed year of service; plus
- plus

(C) accrued leave entitlements.

- (b) If Essential Energy determines that the employee is not excess to requirements the application will be rejected however, at Essential Energy's sole discretion, the employee may be considered for a mix and match opportunity (see subclause (8) below).

**(4) Retention Period**

- (a) During the Retention Period, Excess Employees will receive their Relevant Weekly Rate of Pay while pursuing redeployment opportunities within and outside of Essential Energy. The Retention Period will not be extended by Essential Energy for Excess Employees beyond 26 weeks, except in the circumstances of subclause (7) where a temporary work placement or secondment extends beyond the Retention Period.
- (b) The purpose of the Retention Period is to allow excess employees the opportunity to pursue redeployment to a permanent position within Essential Energy.
- (c) During the Retention Period, Excess Employees are provided with priority access to relevant redeployment opportunities. Where a potentially suitable job match is identified, Excess Employees are entitled to priority assessment for vacancies before any other applicants. Where two or more Excess Employees apply for the same vacant position, selection is based on merit between the Excess Employees.
- (d) During the Retention Period, the Employee will be eligible for outplacement and career transition services as determined and paid for by Essential Energy.
- (e) Nothing in this subclause requires Essential Energy to provide work to Excess Employees during the Retention Period. In its sole discretion, where Essential Energy has determined that no further training opportunities or work placements exist, it may direct the Excess Employee not to report for work for part or all of the Retention Period. The Excess Employee shall receive all of his/her normal entitlements during any such period.

**(5) Leave**

Notwithstanding any other provision of this Enterprise Agreement, during the Retention Period at its sole discretion, Essential Energy may require Excess Employees to take accrued annual leave and long service leave after the provision to the Excess Employee of 14 days' notice. Annual leave will be reduced in the first instance. Excess Employees will be directed to take leave as follows:

- (a) Annual leave balances to be reduced to 4 weeks (pro-rata for part time);
- (b) Long service leave balances to be reduced to 4 weeks for Excess Employees with more than ten years continuous service.

**(6) Training Payment**

Excess Employees who decline an Early Redundancy Election and remain employed to the completion of the Retention Period will be provided with payment of up to \$3,000 for skills acquisition or training purposes to assist with achieving employment within or outside of Essential Energy during the Retention Period. Such payment will be made directly to the service provider on production by the employee of an invoice.

**(7) Temporary secondment or work placement within the Retention Period**

- (a) During the Retention Period, an Excess Employee may be directed by Essential Energy to take a temporary secondment or work placement. If this occurs and the Excess Employee's Retention Period ends during the secondment or work placement, the employee will continue to be employed for the remaining period of the secondment or work placement. When the secondment or work placement ends, if the Excess Employee has not been redeployed or secured an extension of the secondment or work placement, the Excess Employee is then made Involuntarily Redundant. Redundancy payments will be calculated on the Excess Employees Relevant Weekly Rate of Pay.
- (b) During the Retention Period, while an Excess Employee is undertaking a temporary secondment or work placement he/she will continue to receive their Relevant Weekly Rate of Pay. However, if the temporary secondment or work placement is in a role on a lower base rate of pay and it extends beyond the Retention Period (that is 26 weeks after the Notification Date), the rate of pay received for the balance of the temporary secondment or work placement will be the lower base rate of pay. If at the conclusion of the temporary secondment or work placement the Excess Employee has not been redeployed then the Excess Employee will be made Involuntarily Redundant. Redundancy

calculations will be made on the Relevant Weekly Rate of Pay the Excess Employee received during the Retention Period and not the lower base rate of pay.

**(8) Mix and match**

**(a) Application**

- (i) Employees are not able to decide that their position has become redundant. However, where an employee (referred to in this subclause as the Matched Employee) in an existing position wishes to voluntarily give up their current position to an Excess Employee, then Essential Energy may agree to a “mix and match” process provided certain criteria are met as outlined below.
- (ii) For the avoidance of doubt, Essential Energy has sole discretion over the mix and match process including the criteria.
- (iii) The mix and match process outlined in this subclause (8) only applies to Excess Employees who have not elected Early Redundancy.
- (iv) This subclause (8) will only operate subject to the requirements of a necessary tax ruling from the Australian Taxation Office subject to the paragraph directly below.
- (v) If the necessary tax ruling expires or is refused by the Australian Taxation Office, Essential Energy may at its absolute discretion implement a mix and match process on the following basis:
  - (A) any expression of interest in mix and match received from Excess Employees and expressions of interest for voluntary redundancy from employees who are not Excess Employees will be considered on a case by case basis;
  - (B) where an expression of interest is accepted, the role held by the non-Excess Employee will not be declared redundant and the non-Excess Employee will not be entitled to any bona fide redundancy payment;
  - (C) Essential Energy may, at its absolute discretion, make an ex gratia payment to the non-Excess Employee at the date the non-Excess Employee's employment terminates. This payment will not be a redundancy payment and will not be subject to tax treatment as a bona fide redundancy.

**(b) Criteria**

- (i) For the avoidance of doubt this subclause (8) only applies in circumstances where the Australian Taxation Office issues the necessary tax ruling and for the period that tax ruling continues to apply.
- (ii) The mix and match process can only be instigated as follows:
  - (A) Essential Energy may, at its discretion, seek expressions of interest in mix and match from Excess Employees and expressions of interest for voluntary redundancy from employees who are not Excess Employees to facilitate mix and match.
  - (B) It is Essential Energy's sole discretion to determine which Excess Employees may participate in mix and match and which employees may be asked to express interest in voluntary redundancy. Essential Energy retains the right to decline any expressions of interest from these employees.
  - (C) Essential Energy may then identify a match between an Excess Employee and another employee (who becomes the Matched Employee) from the expressions of interest. In identifying a match, Essential Energy will consider a number of factors including, but not limited to, the following:
    - if the Excess Employee has, or can within a short time gain the skills and ability to fill the position of the Matched Employee. A match will not be made and accepted if it would require unreasonable training (in the view of the Chief Executive Officer) for the Excess Employee except at the sole discretion of the Chief Executive Officer;
    - the costs associated with any required re-training for the Excess Employee;
    - the costs associated with any required further qualifications for the Excess Employee;
    - the costs associated with any required relocation of the Excess Employee; and

- the extent of the payment required to be made to the Matched Employee.
- (D) Once a match is identified it is required to be approved by the Chief Executive Officer. The Chief Executive Officer has the discretion to accept or reject a match.
- (E) Once a match is approved by the Chief Executive Officer, Essential Energy will provide an estimate of the proposed redundancy payment (calculated in accordance with subclause (8)(c) below) to the Matched Employee. The Matched Employee will then have one week from receiving the estimate to accept or reject the mix and match opportunity.
- (F) Once a Matched Employee accepts the mix and match opportunity, Essential Energy will process and finalise the voluntary redundancy of the Matched Employee, the timing of which will be at the discretion of Essential Energy.

(c) **Payment to Matched Employee**

Essential Energy will pay the Matched Employee based on the following calculations:

- (i) payments as follows:
  - (A) 8 weeks early acceptance payment, plus
  - (B) applicable notice payment in lieu, plus
  - (C) 2 weeks per completed year of service;
  - (the total of which is capped at 52 weeks' pay), plus
- (ii) accrued leave entitlements.

**(9) Redeployment**

Where an Excess Employee is successful in obtaining an alternate role in Essential Energy within the Retention Period, that role will be offered on the terms and conditions applicable to the new role under this Enterprise Agreement. However, if the role previously held by the Excess Employee is paid above the applicable band for the new role, the appointment will be at the top pay grade within the band for the new role.

**(10) Re-employment**

- (a) Employees who are made redundant cannot be re-employed on a permanent (full-time or part-time), temporary, casual, fixed term or contract basis for a period of two years from their exit date.
- (b) In exceptional circumstances based on genuine business needs, ex-employees who left under redundancy circumstances may be re-employed less than two years after their exit date on a strictly short-term temporary/casual basis provided prior approval by the Chief Executive Officer has been given.

**(11) Salary Maintenance**

An employee who, as at 18 April 2017 had their salary maintained as a consequence of the operation of the Salary Maintenance Policy (CEC1026) or the Redeployment Policy (CEC1083) (either due to illness, redundancy or restructure) will continue to be paid in accordance with those policies while ever they remain in their current role or are a Redeployee. However, for the abundance of clarity for all other employees, after 18 April 2017, those policies no longer apply and have been abolished.



## SECTION 11 REDUNDANCY PROVISIONS – NAMED EMPLOYEES ONLY

### 11.1 REDUNDANCY

- a) SECTION 11 of this Agreement applies to the following named employees only, while they remain employed by Essential Energy and covered by the Essential Energy Far West (Electricity) Enterprise Agreement 2018:

Emp ID	Name
14355	Pineo, John Douglas
14290	Hunter, Garry Phillip
14311	Lenton, Mark Raymond
14207	Barrie, Trevor George
14393	Smith, Peter
14267	Fitzgerald, Nicholas Hugh

- b) Where Essential Energy has made a definite decision that an employee's job is redundant, Essential Energy shall hold discussion with the employee directly affected and their Union.
- Discussions are to identify alternatives to retrenchment including transfers to other work, retraining and voluntary redundancy programs.
- For the purposes of the discussion Essential Energy shall, as soon as practicable, provide to the employees concerned and their Union or Unions, all relevant information about the proposed redundancy including the reasons for, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the retrenchments are likely to occur. Essential Energy shall not be required to disclose confidential information, which is not in its business interests.
- c) Where an employee is transferred to lower paid duties as an alternative to retrenchment, the employee shall be entitled to four (4) weeks' notice of transfer, the employee will be offered the role on the terms and conditions applicable to the new role under this enterprise agreement.
- d) Where a business is, before or after the date of this Agreement, transmitted to Essential Energy and an employee who as a result of the transmission transfers to Essential Energy:
- (i) the continuity of the employment of the employee shall be unbroken because of a transmission; and
  - (ii) the period of employment, which the employee had with the transmitter or any prior transmitter, shall be service with Essential Energy.
- e) During the period of notice of termination given by Essential Energy an employee shall be allowed at least one (1) day off without loss of pay during each week of notice for the purpose of seeking other employment.
- f) Where a decision has been made to make a position redundant, Essential Energy shall notify the appropriate agency as soon as possible of the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- g) An employee whose employment is terminated shall be entitled to the following amount of severance pay in respect of a continuous period of service:

### 11.2 REDUNDANCY - SERVICE OF 25 YEARS PLUS

- a) Severance pay at the rate of three (3) weeks per year of continuous service, with pro-rata payments for incomplete years of service to be on a quarterly basis.

- b) In addition to the above payments, an employee who has a preserved balance of personal/sick leave under Section 4 Clause 4.4.3 (Existing Accumulation) of this Agreement shall be paid for that preserved balance of Personal Leave.
- c) An employee may terminate employment during a period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with Essential Energy until the expiry of the notice.
- d) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, in the case of temporary employees, casual employees or apprentices.

COMPLETED YEARS OF SERVICE	TOTAL REDUNDANCY PAYMENT IN WEEKS
25	75
26	78
27	81
28	84
29	87
30	90
31	93
32	96
33	99
34	102
35	105
36	108
37	111
38	114
39	117
40	120
41	123
42	126
43	129
44	132
45	135

FOR

  
\_\_\_\_\_  
**JOHN CLELAND (CEO)**

Essential Energy  
PO Box 5730  
Port Macquarie NSW 2444

28-12-2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**GREG BRAES (Vice President)**

Construction, Forestry, Mining & Energy  
Union (CFMEU) & General Division  
(South Western Districts) NSW Branch  
Trades Hall  
Blende Street  
Broken Hill NSW 2880

27-12-2017.  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**GRAEME KELLY (Secretary)**

Australian Municipal, Administrative,  
Clerical & Services Union NSW  
United Services Branch (USU)

Level 7, 321 Pitt Street  
Sydney NSW 2000

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Donald Blairs**

Shop Distributors & Allied Employees'  
Association

69 Fullerton Road  
Kent Town SA 5067

\_\_\_\_\_  
Date